

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ESTATES OF STONEGATE**

(FAIRVIEW)

THE STATE OF TEXAS \*

\*

COUNTY OF PARKER \*

WHEREAS, SYBARITE ENTERPRISES, LLC. is the owner of the following lots in ESTATES OF STONEGATE, located in the City of Aledo, Parker County, Texas, to wit:

Lots 1-19, Block 1  
(for a total of 19 lots)

to the Plat as recorded in the Plat Records for Parker County, Texas

NOW, THEREFORE, in order to secure uniformity and stabilization in the development of the said property, and to carry out a general plan of such lots, owner does hereby impress each and all of said lots in Estates of Stonegate Subdivision with the following restrictive covenants, which shall run with the title to the land and shall be binding upon the undersigned, their successors and assigns for a period of twenty (20) years.

**ENFORCEMENT OF RESTRICTIONS**

If the parties hereto, or their successors, heirs, or assigns, shall violate, or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing, or to recover damages for such violation.

## RESTRICTIONS

(1) All of such lots are hereby designated and described as single family lots and shall be used for this purpose only. No lot or combination of lots may be replatted so as to create from the total combined replatted lots more separate building sites or lots than existed in the original platting of said combined lots as shown in Plat recorded in the Plat Records, Parker County, Texas.

(2) These covenants are to run with the land and shall be binding upon all persons claiming under them for a period of twenty (20) years.

(3) No structure shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed (except by Architectural Control Committee approval) two stories in height, private, attached or detached garage, or carport for not more than four (4) cars, and reasonable sized storage building of similar construction in rear of dwelling for single family use. All garages shall be rear, side or swing entry and carports shall be constructed in the rear only. Corner lots must have rear entrance for garage and no garage shall face a street. The construction of any apartment house, duplex, motel or business establishment of any kind, or character, is expressly prohibited.

(4) There shall not be erected on any lot a residence whose quality or structure and finish does not meet minimum property standards established by the Building Code of the City of Aledo, nor shall any alteration or addition to any residence or any outbuilding be made which does not meet the same minimum property standards. The exterior walls of each house and outbuilding constructed in said addition shall be eighty percent (80%) masonry, stone, brick or brick veneer construction. For purposes of this restriction, Cement/Fiber products such as "Hardie Plank" are not considered masonry and may not be used except where non-masonry products are approved (the remaining 20% balance).

(5) Only split rail or running rail fences shall be erected, placed or established along the front or sides of the front of any lot. All front and side front yard fences shall be located no nearer to the street than the building set back lines established by the recorded plat unless approved in advance by the Architectural Control Committee. Fences erected in the rear of lots shall be of masonry, stockade, split or running rail and shall not exceed eight feet in height. Chain link fencing is expressly prohibited except as used for secondary enclosures (i.e. dog runs) within existing perimeter fencing of a height not to exceed existing perimeter fence.

(6) No building shall be located nearer to the front lot line than the "Building Line" as shown on the recorded Final Plat of Lots 1-19, Block 1 for Estates of Stonegate nor nearer to the side lot line than the building set-back lines per City of Aledo zoning requirements. Easements for installation and maintenance of utilities or for surface drainage are reserved as shown on the recorded plat.

(7) No dwelling shall be permitted on any part of the herein described real property containing less than three thousand (3,000) square feet of principal living area, said living area to be fully enclosed. Exposed exterior wall area of the first and second floor, exclusive of doors, windows, or gables shall be eighty percent (80%) masonry. Masonry material shall be of quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement brick, Quarried stone or stucco. Roofs shall be asphaltic shingle with a minimum weight of 235 pounds, laminated type such as Prestique II, Timberline 25-year or better. No white roofs or metal roofs will be allowed unless approved by the Architectural Control Committee. All roofs shall have a minimum pitch of 8 feet height for each 12 feet of horizontal distance (i.e. 8 x 12 pitch). Ridge shall be of a matching color, heavier grade shingle (i.e. Z-Ridge by ELK or Timbertex by GAF or equivalent). Any change in these requirements shall be at the exclusive election of the Architectural Control Committee. Porches, terraces, unfinished basement areas, guest houses, servant quarters and garages shall not be construed as living area. No single family dwelling shall be more than two stories in height, including the main floor level, unless approved by the Architectural Control Committee. No more than one living unit shall be built on each lot. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any building site or be used for dwelling purposes. Garden sheds or tool sheds may be erected, however, with the approval of the Architectural Control Committee and must match and conform to the principal living area of residence according to the same guidelines for materials, roofing and construction. Every residence on a corner lot shall face on the street designated by the undersigned and shall present a good appearance on the other street on which it is located.

(8) Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept clean and sanitary. No lot shall be used or maintained as a storing ground for rubbish. All city, county, and state sanitary codes shall be observed.

(9) No trade or business of any type shall be carried on upon any lot, including in-the-home business, which does not conform to City of Aledo restrictions nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or streets within the subdivision.

(10) No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(11) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

(12) No vehicle larger than a conventional automobile or one ton pickup truck may be parked on the street in front of or on the side of or in the driveway outside the minimum building set-back line of any lot.

(13) Any truck, bus, boat, boat trailer, animal trailer, trailer, mobile home, campmobile, camper, motorcycle or any motorized vehicle other than a conventional automobile shall be parked or stored within the garage or inside backyard perimeter fencing. No campers, boats, cars, trucks or other motorized vehicles may be advertised for sale on any lot. No inoperable vehicle shall remain on the lots for a period of more than ten (10) days. (Should any inoperable vehicle remain on the property for more than ten (10) days, and if in the opinion of the members of the Architectural Control Committee, it creates an annoyance, hazard or eyesore, the Architectural Control Committee, at the full cost and expense of owner of the lot upon which the vehicle remains, shall have the right to have the vehicle removed. The Architectural Control Committee shall notify the owner of the lot twenty-four (24) hours in advance of the removal that the vehicle will be removed, and the Architectural Control Committee shall have no responsibility to owner of the lot for its removal.)

(14) No antenna or other aerial installed on the roof of a structure may exceed fifteen (15) feet in height above the roofline. Satellite dishes shall be permitted inside backyard perimeter fencing if they are not visible from the street. No towers shall be permitted.

(15) No radio signals, television signals, or other form of electromagnetic radiation shall originate from any lot which may unreasonably interfere with the reception of television or radio signals on any other lot.

(16) No lighting or illumination shall be placed upon any lot in such a manner as to cause unreasonable glare or illumination on any other lot.

(17) No noxious or offensive trade or activity shall be carried on upon any lot or lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(18) The construction or maintenance of signs, billboards, or advertising structures of any kind on any lot is prohibited, except that one sign advertising the rental or sale of property is permitted, provided it does not exceed 3 x 5 feet in size and may not exceed 8 feet in height when erected. Sub-division development signs are specifically excepted from these restrictions.

(19) All mail boxes shall comply with all applicable laws and ordinances and shall be constructed and/or maintained or masonry, stone, brick, brick veneer or stucco.

(20) No above ground pools shall be permitted upon or in any lot.

(21) No chimney shall be exposed to the outside of the dwelling without it being masonry, stone, stucco, brick or brick veneer construction (no wood). Concrete/Fiber products such as "Hardie Plank" are not considered masonry for purposes of this restriction and may not be used for chimneys.

(22) Without the prior written approval of the Architectural Control Committee, a contractor (or sub-contractor) who is constructing houses on the aforesaid lots covered by these Restrictions may not construct a building on a temporary basis to aid his construction work.

(23) Each lot shall be subject to all valid laws and ordinances of the City of Aledo, Texas.

## RIGHT TO ENDORSE RESTRICTIONS

1. Architectural Control.. No building shall be erected, placed, or altered on any lot until the construction plans, specifications and a plat showing the location of the structure shall have been approved by the Architectural Control Committee as to quality or workmanship and materials, harmony of exterior design with existing structures, and as to the location with respect to topography, finished grade elevation and compliance with these Restrictions. Approval shall be as provided in Paragraph 2 below. The Architectural Control Committee shall have the right to waive any Restriction herein. Anything not covered by these Restrictions shall be interpreted by the Architectural Control Committee.

2. Architectural Control Committee shall be composed of Richard Lipscomb and Randy Stevenson. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

3. Committee's approval or disapproval as required by this instrument shall be in writing. In the event the Committee or its designated representatives fails to approve or disapprove within 30 days after plans, specifications and plot plan have been submitted to it or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the restrictive covenants herein contained shall be deemed to have been in full compliance.

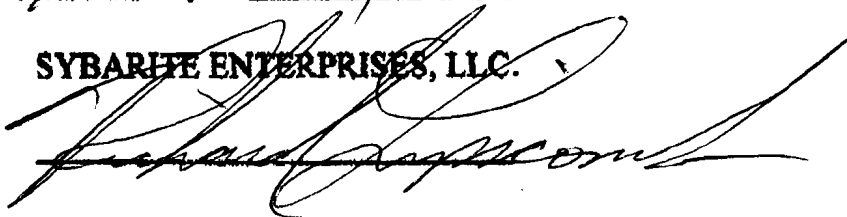
4. Invalidation of any one of these covenants, stipulations, conditions or restrictions herein contained, by judgment of Court Order, shall in no way affect any of the other provisions but all of the said provisions shall remain in full force and effect.

EXECUTED this 16 Day of JULY, 1999.

Owner:

SYBARITE ENTERPRISES, L.L.C.

By:

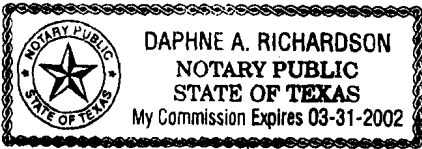


THE STATE OF TEXAS \*

COUNTY OF PARKER \*

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Richard Lipscomb, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of July, 1999.



Daphne A. Richardson  
NOTARY PUBLIC, STATE OF TEXAS