

**FIRESIDE ESTATES  
SUBDIVISION RESTRICTIONS  
KAUFMAN COUNTY, TEXAS**

THE STATE OF TEXAS  
COUNTY OF KAUFMAN

KNOW ALL MEN BY THESE PRESENTS: that COUNTRYSIDE FIRESIDE, L.P., being the fee simple owner of the real property situated in Kaufman County, Texas being described by -metes and bounds in the Plat of Country Arbor, an Addition to Kaufman County, Texas, has caused said property to be platted and subdivided as shown on the Plat of said Addition, recorded in Cabinet 2, Envelope 510, Plat Records of Kaufman County, Texas, which plat is also incorporated by reference for all applicable purposes. For the purpose of assuring the orderly and uniform development of this property, and in order to carry out a general plan of development for the benefit of each and every purchaser of a lot in this Addition, the following restrictions upon the use of the property are hereby established, and the land shown on the said Plat and as more particularly platted into the lots on the plat referred to above, is held and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth.

- A. **USE OF LAND.** All lots shall be used for residential purposes only with the following additional restrictions and stipulations.
1. Use of house trailers, campers, motor homes, boats, trailers, trucks, buses, RV's, similar vehicles or temporary structures of any kind whatsoever for residential purposes is hereby prohibited. No such vehicles shall be kept permanently parked on the paved front portion of any street, or on any lot within the subdivision unless such vehicle is kept behind the front line of a residence on said lot.
  2. No temporary structure of any kind shall be erected or placed on any lot and in no event shall any residential dwelling upon any lot be occupied until it has been fully completed.
  3. No part of any lot shall be used for commercial purposes or for any purpose other than for residential purposes.
  4. Mobile homes and modular homes are strictly prohibited.
  5. No owner shall be permitted to re-subdivide any lot of the Addition.
- B. **USE LIMITATION.** The following uses of lots in the Addition ARE NOT permitted:
1. Any use of a lot or portion thereof for a residence other than a single family detached residence.
  2. Any use which generally constitutes a nuisance which involves a noxious or offensive odor, excessive emission of smoke, dust, steam or vapor or an excessive noise level.
  3. Any use not permitted under the ordinances adopted by the County of Kaufman, Texas.
  4. Horses, cattle, domestic fowl, swine, ratites, or dangerous animals may not be kept on any lot. Dogs, cats, or other household pets may be kept in reasonable numbers, provided that they are not kept, bred or maintained for any commercial purposes. Dogs must be fenced and not allowed to roam free.
  5. Any use or maintenance of any lot as a dumping ground for trash, garbage, or waste.
  6. Wrecked cars and cars on blocks are forbidden. Inoperative cars or vehicles not licensed and registered for street use must be kept in a garage or storage building.
  7. The storm water drainage created by the developer shall not be altered without the developer's or Property Owners Committee's written approval.
- C. **SIGNS.** No sign of any kind shall be placed or displayed to public view on any lot or from any building on any lot with the following exceptions:
1. One professional sign of not more than four square feet advertising the property for sale;
  2. Not more than two signs used by a builder to advertise a lot during construction and sale of residence.
  3. Two signs per lot for political candidate.
  4. Entrance signage constructed by developer.
  5. One sign not exceeding four square feet notifying the existence of a security alarm system.
  6. One sign per resident child, said sign not exceeding four square feet, identifying that child's participation in a school extra-curricular activity.
- D. **ARCHITECTURAL CONTROL AND PROPERTY OWNERS COMMITTEE**

1. No building or fence shall be erected, placed, or altered on any lot until the construction plans and specifications shall be approved by the Property Owners Committee as being conforming to the style and quality of the buildings or fences in the Addition, and in accordance with these covenants and restrictions. Failure of the Property Owners Committee to either approve or disapprove such application within thirty (30) days of its submission shall constitute approval.
2. The developer, COUNTRYSIDE FIRESIDE, L.P., its Successors or Assigns, shall act as the Property Owners Committee during the development stage, which shall not exceed four (4) years from the date hereof. Upon the expiration of four years or upon the end of the development stage if in the sole opinion of COUNTRYSIDE FIRESIDE, L.P. the development stage shall be completed prior to four years, the lot owners of the Addition shall in meeting or by mail select three persons to serve as the Property Owners Committee. These persons shall serve for terms specified by the lot owners. The owners shall cast one vote per lot owned and the owners of fifty percent of the lots in the Addition shall constitute a quorum to select or remove members of the Property Owners Committee. In the absence of a quorum in the first election, Countryside Country Arbor, L.P. shall appoint three persons to serve. The Property Owners Committee shall be charged with enforcing these restrictions and to levy and collect annual fees for its expenses, neighborhood lighting, and landscaping. This annual fee shall not exceed \$50.00 per lot unless ratified by a meeting of the owners of at least fifty percent of the lots. This annual assessment shall attach and thereafter remain a charge against and be secured by a continuing lien upon the lot. In the event that an Owner shall fail to pay in full the assessment by the delinquent date thereof, such unpaid amount shall become a binding personal obligation of such Owner, and the Committee shall have the right to enforce the lien and take all appropriate actions and steps to collect any such unpaid assessments. The Committee may institute a suit to recover a money judgement for the same, together with interest thereon and reasonable expenses of collection, including attorney's fees, without foreclosing or waiving the lien hereinbefore provided. The Property Owners Committee is hereby empowered to enforce these restrictions at its discretion. The Developer, its owners, officers, and employees, and the Property Owners Committee and its individual members, shall not be held liable for any action or failure to act under this Declaration.
3. All lot owners shall keep their lots mowed and free of litter or debris. If the Property Owners Committee should determine that any lot owner is in violation of this provision, it may send a notice of violation to the lot owner which shall notify the owner to remedy the violation within ten days of the date the notice is mailed. The notice shall be mailed by certified mail to the last known address of the owner or to the address of the lot. If the lot owner fails to remedy the violation within the said ten day period, the Property Owners Committee may contract to remedy the violation and charge the lot owner. Such charge shall become a binding personal obligation of such owner and a continuing lien on the lot and the Property Owners Committee may take any action provided in paragraph 2 above to collect same.
4. All property owners shall establish permanent landscaping and lawn within 6 months of completion of the main residence.
5. All buildings in the Addition shall be of new construction and no existing building shall be moved into the Addition except for small accessory or storage buildings with approval of the Property Owners Committee.
6. Main residences shall contain a minimum footage of 1,500 square feet. All minimum footages are exclusive of porches, stoops, terraces, garages and carports.
7. No garage vehicular entrance shall face any street which the residence on that lot faces. All garages shall be side or rear entry.
8. The first story exteriors, excluding windows and doors, of all residences shall be a minimum of 60% masonry or stone veneer.
9. All mail boxes within the Addition shall be masonry or an antique metal design approved by the Property Owners Committee.
10. If any lot owner desiring to erect, place or alter a building or fence, shall in good faith believe that the existence of the Property Owners Committee has lapsed, the lot owner shall advertise the intention to erect, place or alter a building or fence in the most widely distributed newspaper in the Addition. If in thirty days, the lot owner has not been contacted by a duly selected Property Owners Committee, the lot owner may proceed with the construction providing it is within the requirements and provisions of this declaration.
11. No fencing shall be allowed in front of any residence except for decorative fences not exceeding four feet in height and approved by the Property Owners Committee.

12. No above ground pools are permitted unless fully enclosed by opaque fencing of a minimum 6' height.  
13. All buildings, appurtenances, and grounds on each lot shall be maintained at all times according to standards acceptable to the Property Owners Committee including but not limited to, exterior painting.  
14. A total of two small accessory buildings per lot, each less than 100 square feet in size, are permitted if they are approved as to color and design by the Property Owners Committee. Accessory buildings less than 100 square feet in size may be constructed of metal, masonry, or wood, and must be of new construction. One large accessory building per lot, not exceeding 800 square feet in size, is permitted if it is approved as to color and design by the Property Owners Committee. The exterior of such large accessory buildings must be wood siding, vinyl siding, masonry, or factory enameled metal. No galvanized or corrugated siding is allowed.

- E. **DURATION.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 35 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- F. **AMENDMENT.** Until 50% of the lots have been sold, Declarant reserves the right to amend these restrictions. After 50% of the lots have been sold, these restrictions may be amended by Agreement of 90% of the lot owners.
- G. **ENFORCEMENT.** Any Property Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provision of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any paragraph, section, sentence clause or phrase of the Declaration shall be or become illegal, null or void, such provision shall be fully severable and the remaining paragraphs, sections, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby.

EFFECTIVE this June 11, 2003.

COUNTRYSIDE FIRESIDE, L.P.


By   
James B. Webb, Manager

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF KAUFMAN

Before me, the undersigned authority, on this day personally appeared James B. Webb known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this June 11, 2003.

  
Notary Public, State of Texas

