

COVENANTS, CONDITIONS AND RESTRICTIONS

Pecan Ridge

For the purpose of providing an orderly development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefit of successors in title to the subdivision of said tract, the following restrictions and reservations are imposed to which it shall incumbent on our successors to adhere:

1. No business, trade or activity shall be carried on upon any residential lot. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
2. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.
3. No recreational vehicle shall be parked in front of the front building line or within view from a street, except on a temporary basis for a period of no more than 3 consecutive days. No truck in excess of one ton, trail bikes, recreational vehicles, motor homes, motor coaches, campers, trailers, golf carts, motorcycles, bicycles, boats or boat trailer or similar vehicles other than passenger automobiles, pickup trucks, and vans with a capacity of one ton or less or any other motorized vehicles will be parked, or in any manner kept or placed on any portion of a lot unless enclosed in a garage or screened from view from street. This restriction, however, will not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to a property owner.
4. A detached storage building or a detached garage for not more than 3 cars shall be permitted, provided same is built on site at the same time or after construction of a residence in a location behind the existing residence. The exterior of such storage building or detached garage shall be of the same character and construction design to the existing residence. No sheet metal siding or roofs. The color of the exterior of such structures shall be compatible, coordinated, and harmonious with the stone, stucco, or brick and other features of the structures in contrast with the natural settings of the area in which the structures are situated. Vivid or strong colors including, but not limited to turquoise, pink, purple, orange, bright yellow and bright blue will not be used on exterior painted or colored siding material.
5. No all metal chain link fences or pens for purposes of containing hunting dogs will be allowed. Wood privacy fences and black coated chain link fencing with wood post and rails shall be allowed. No fences or walls shall be installed on the front portion of any lot in this subdivision, between the front lot line and the front building set back line, except decorative walls or planters which may extend not more than 10 feet in front of the front building line. No fence shall be constructed within 3 feet of any concrete drainage structure.

6. No clothesline, drying yards, service yards, woodpiles, or storage areas shall be so located as to be visible from a street.
7. No detached garage or other outbuilding shall be permitted on the easements reserved for utilities or drainage.
8. Building materials may be stored for a period of 30 days prior to the start of construction. Construction of a residence must be completed within 18 months after commencement. All other improvements or structures commenced on a lot will be completed within 6 months after commencement.
9. Above ground swimming pools will be allowed as long as they are fully enclosed with a treated decking material and properly maintained in accordance with all safety and health ordinances and is not visible from the street.
10. No yard ornaments in excess of 24 inches in height, animal statues, portable basketball structures, or plastic vivid colored playground equipment will be placed on any lot in view of a street. Permanently installed basketball structures will be allowed, provided such are located no closer than 20 feet from a street.
11. No oil drilling, oil development, or mining operations will be carried on within the development.
12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except that dogs, cats, or other normal household pets may be kept, provided that they are not kept, bred or maintained for any commercial use, and provided they are kept within fenced areas. Under no condition shall a pet be allowed to roam freely throughout the subdivision unless accompanied by the pet owner, and pet is on a leash.
13. Each owner and occupant of any part of a lot shall jointly and severally have the responsibility and duty at their sole cost and expense, to keep each lot and any improvements thereon maintained including buildings, improvements, and grounds in a well-maintained, safe, clean, and attractive condition at all times. Maintenance shall include, but not limited to, the following; a. Prompt removal of all litter, trash, refuse, and waste; b. lawn mowing and edging; c. tree and shrub pruning; d. watering; e. maintaining exterior lighting and mechanical facilities in good working order; f. maintaining lawn and landscape alive, free of weeds, and attractive; g. maintaining parking areas, driveways, and walkways in good repair; h. complying with all governmental, health, and police requirements; i. Repainting of improvements; j. immediate repair of any and all exterior damage to dwellings to improvements. Any and all exterior lighting installed on any lot either be indirect or of such controlled focus and intensity as not to disturb the residents, street traffic, or adjacent property owners
14. If the parties hereto or any of them, their heirs, assigns, or successors, or any lot owners or persons claiming under them 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 property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or

other dues for such violations. Any party prosecuting any such suit successfully shall be entitled to recover, in addition to other damages, a reasonable attorneys fees and court costs incurred in such litigation.

15. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.