

## RESTRICTIVE COVENANTS 7

Cambridge Bend Development, L.P., a Texas limited partnership, as "Declarant", acting by and through Rippy Development, Inc., its general partner, for the benefit of itself and each person hereafter acquiring title to any part of the hereafter described land, hereby adopts the following described land, which is a part of the Benjamin Fry Survey, Abstract-356 and Thomas Burbidge Survey, Abstract-70, Tyler, Smith County, Texas.

Being All of Lots 2 through 19 of NCB 1121-B, Lots 1 through 11 of NCB 1121-C and Lots 1 through 14 of NCB 1121-D of Phase I of Cambridge Bend Estates Addition to the City of Tyler, Texas, as depicted on and established by the final plat of record in Cabinet D, Slide 287-D in the Plat Records of Smith County, Texas; all of the land covered hereby is called the "Lots".

The following restrictive covenants are imposed upon the above described land to insure its attractiveness for residential purposes and to prevent the existence of any nuisance or other unattractive use inconsistent with or which might detract from its intended residential use. These covenants shall run with the land and they are binding on every person or other entity hereafter acquiring an interest in any lot.

Therefore, Declarant hereby impresses on the Lots the following restrictions, limitations and covenants:

### 1. FULLY PROTECTED RESIDENTIAL AREA

The restrictive covenants herein contained shall apply equally to every residence erected upon a Lot.

### 2. LAND USE, BUILDING TYPE AND SETBACK RESTRICTIONS

Except upon written approval of the Architectural Control Committee, no Lot shall be resubdivided or further subdivided. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot except a single family residence having a height not exceeding two stories, and any outbuildings specifically authorized and approved by the Architectural Control Committee.

All foundations shall be of concrete slab construction. The exterior walls of each building, exclusive of doors, windows and gable areas, shall be not less than 65% brick, brick veneer, stone, stone veneer or masonry construction, or any such other material authorized and approved by the Architectural Control Committee. The rest of the exterior wall shall be of standard construction material selected and designed to add to the architectural appearance of the dwelling. The roof of each structure shall be constructed of fireproofed wood shingles or shakes, or other fireproofed materials of at least 300 lb. composition and 25-year bonded. Metal roofs may be permitted, only as authorized and approved by the Architectural Control Committee. The roof pitch shall be a

minimum of ten (10) inches vertical for every twelve (12) inches horizontal, and a maximum of twelve (12) inches vertical for every twelve (12) inches horizontal. The requirements of this paragraph shall also apply to all outbuildings, all of which must be specifically authorized and approved by the Architectural Control Committee, except that roof pitch shall be a minimum of four (4) inches vertical for every twelve (12) inches horizontal, and a maximum of ten (10) inches vertical for every twelve (12) inches horizontal.

Except as to flower beds, planters, and other landscaping material, no part of a dwelling or other structure may be less than twenty-five (25) feet from the front street line, seven and one-half (7 ½) feet from each side boundary lines and twelve (12) feet from the side street line (in the case of a corner Lot), and twenty-five (25) feet from the rear boundary line of any Lot; provided however, that in the event of a conflict between these setback restrictions and those adopted by the City of Tyler, the latter will control. The Architectural Control Committee may allow variances to the setback restrictions unless any such proposed variance is in conflict with the City's restrictions.

### 3. GARAGES AND EASEMENTS

Each garage will be coordinated with the design of the house and shall be part of the residence or shall be attached thereto by breezeway and the setback restrictions herein provided shall likewise apply to such garage. No garage shall be constructed less than twenty (20) feet in width. All garages will be side entry and may not face on the street upon which the residence faces.

### 4. DWELLING SIZE

The area of the floor space of the principal dwelling upon each Lot, exclusive of porches, breezeway, terraces, garages and storage spaces, shall be no less than twenty-one hundred (2100) square feet.

### 5. LANDSCAPING, FENCES, DRIVEWAYS AND SIDEWALKS

The owner of each Lot shall be required to maintain that Lot in a general clean condition, keeping it free of all unsightly undergrowth, weeds and vegetation. Within one hundred twenty (120) days after substantial (95%) completion of the main structure on a Lot, its yard must be sprigged or sodded with grass of a variety acceptable to the Architectural Control Committee, which may impose other minimal landscaping requirements.

With respect to trees on the Lots, the owner of each Lot who removes some portion of the existing trees on the Lot shall be required to maintain a minimum of ten (10) caliper inches of existing trees within the front dwelling setback or shall subsequently plant additional trees, within the front dwelling setback, so as to meet this requirement of ten (10) caliper inches. If a Lot owner removes all existing trees from the front dwelling setback, the owner must plant six (6) caliper inches of new trees within the front dwelling setback.

No fences shall be constructed or allowed to remain in front of the minimum building setback line, and no fence shall be higher than six feet except the screen fence around a travel trailer required by paragraph 15 hereof.

All driveways and sidewalks shall be concrete; the use of asphalt or similar material for driveways is prohibited.

#### 6. NUISANCES

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. No water well may be drilled on a Lot.

#### 7. SIGNS

No signs of any kind shall be displayed to the public in view on any Lot except for the purpose of advertising the property for sale or rent and by the builder or developer to advertise the property before and during the construction and sales period.

#### 8. LIVESTOCK AND POULTRY

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

#### 9. GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish or 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 material shall be kept in a clean and sanitary condition.

#### 10. SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any Lot.

#### 11. RELOCATION OF BUILDINGS PROHIBITED

Unless an express written variance is granted by the Architectural Control Committee, only new buildings shall be constructed on the Lots. It is in the intention of this restriction to prohibit the moving of an existing building onto a lot in the absence of consent by the Architectural Control Committee.

## 12. NO TEMPORARY STRUCTURES AS RESIDENCES

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall ever be used as a residence on any Lot, whether such use is intended to be temporary or permanent.

## 13. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or from the intersection of the street lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## 14. OIL AND MINING OPERATIONS

No drilling, development refining, quarrying or mining operations shall be permitted upon any Lot nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

## 15. VEHICLES

Trucks and buses having a net weight in excess of 3/4 ton shall not be permitted to park on the streets, driveways, or Lots overnight and no vehicle of any size which normally transports flammable or explosive cargo may be kept in the subdivision at any time. No recreational vehicle, travel trailer nor vehicle of any type which is not currently registered and in operable condition shall be parked or stored on any Lot. No recreational vehicle and travel trailer which is currently registered and in operable condition shall be parked or stored on any Lot unless it is completely screened from sight from all nearby Lots.

## 16. MAILBOX COLUMNS

The column supporting the mailbox in front of each residence shall be of masonry construction.

## 17. ARCHITECTURAL CONTROL

The Architectural Control Committee shall consist of three members. So long as it is the owner of any of the Lots, Cambridge Bend Development, L.P. shall have the sole power and authority to appoint the members of the Architectural Control Committee, including the right to remove without cause any person serving on the Committee and to fill any vacancy on the Committee.

When Cambridge Bend Development, L.P. is no longer the owner of any of the Lots covered hereby, the owners of the property of a majority of the Lots shall elect a successor Architectural Control Committee.

Except for emergency matters involving safety, no Lot may be altered and no building shall be commenced, erected, placed or altered on any Lot until the proposed plan shall have been approved in writing by the Architectural Control Committee as being in conformity and harmony with the external design and location of the existing structures of the area and in compliance with these restrictions. For such approval, two complete sets of building plans (including front elevation) and specifications and two plot plans showing the locations of the structure and the finish grade elevations for the Lot shall be delivered to the Architectural Control Committee; one copy of such plans, specifications and plot plan shall be retained by the Architectural Control Committee and the second copy shall be returned to the Owner of the Lot with the approval or disapproval of the Architectural Control Committee endorsed thereon. The payment of a fee sufficient, in its opinion, to cover expenses as a condition precedent to its approval of any proposal submitted to it. Approval of the Architectural Control Committee shall not be deemed to be a representation or warranty of any nature concerning the use worthiness, structural safety or engineering soundness of any proposed structure or alteration and such approval shall not be deemed to be a statement that the proposal is in compliance with any building or safety code or ordinance.

If the Architectural Control Committee or its designated representative fails to disapprove any proposed building plans and specifications within twenty (20) days after its receipt of the same, and if the same are in compliance with these Restrictions, the Architectural Control Committee shall be deemed to have approved such plans and specifications.

The Architectural Control Committee may waive in writing any variation from these restrictions as the Committee deems these restrictions; unless the same is expressly stated to be of general application, such waiver shall be limited to the specific Lot for which the same is granted and it shall not constitute a precedent. Also, approval of plans for one Lot shall not be deemed to be approval of those or similar plans for another Lot.

The Architectural Control Committee and its representatives shall have the continuing authority to inspect each structure upon any Lot and to require the Owner of the Lot and any contractor thereof to discontinue the erection of such dwelling until approval thereof by the Committee is obtained. Neither the Architectural Control Committee nor any of its members shall be guilty of any trespass, tort or interference with the terms of performance of any contract by so acting. The Architectural Control Committee and its members shall never be liable for any action or for its failure to or refusal to act.

The Architectural Control Committee shall not receive any fee or other compensation for its services.

18. ENFORCEMENT

Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, and may be to restrain a violation, to require removal of an offending structure and to recover damages, as shall be appropriate.

19. SEVERABILITY

Invalidation by judgment or court order of any one of these restrictive covenants and provisions shall not affect any of the other restrictive covenants and provisions, which shall remain in full force and effect.

20. NON-WAIVER

The failure to enforce any provision of these restrictive covenants at any time shall not constitute a waiver of the right hereafter to enforce any such provision or any other provision of said restrictions.

21. DURATION AND AMENDMENT

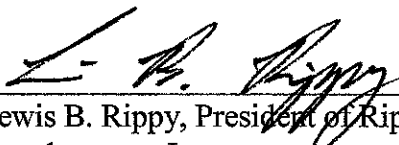
These restrictions shall exist and be binding on the Lots for the initial period of twenty years from the date hereof, and the same shall be automatically extended for successive additional periods for five years each, unless prior to the expiration of the initial or any such additional period, a majority of the owners of the Lots agree in writing to terminate these restrictions. These restrictions may be amended by written agreement of the owners of a majority of the Lots, with the concurrence of the Architectural Control Committee.

In witness whereof, this instrument has been executed on this 9<sup>th</sup> day of January, 2006.

**Declarant:**

Cambridge Bend Development, L.P.

By: Rippy Development, Inc., General Partner

By:   
Lewis B. Rippy, President of Rippy  
Development, Inc.

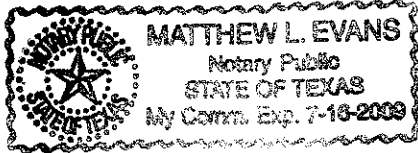
STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this 9<sup>th</sup> day of January, 2006 by Lewis B. Rippy, President of Rippy Development, Inc., General Partner of Cambridge Bend Development, L.P., a Texas limited partnership, on behalf of said partnership.

*Matthew L. Evans*

NOTARY PUBLIC, STATE OF TEXAS



After recording, return to:

Cambridge Bend Development, L.P.  
Attn: Lewis Rippy  
121 S. Broadway, Suite 404  
Tyler, TX 75702

STATE OF TEXAS COUNTY OF SMITH  
I hereby certify that this instrument was  
filed on the date and time stamped hereon  
by me and was duly recorded in the Official  
Public records of Smith County, Texas.



JAN 10 2006

*Judy Carnes*  
JUDY CARNES  
COUNTY CLERK, Smith County, Texas

Cambridge Bend Estates (Phase 1)  
Restrictive Covenants

Filed for Record in:  
SMITH COUNTY, TEXAS  
JUDY CARNES, COUNTY CLERK  
On Jan 10 2006  
At 12:24pm  
Receipt #: 373178  
Recording: 40.00  
Doc/Num : 2006-20001696  
Doc/Type : REC  
Deputy -Janis Farrell

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