



DATE: 4-13-07

TO: Andra Lynch

COMPANY: _____

FAX NUMBER: 509.2446

FROM: Jeanna

PAGES (INCLUDING COVER): 6

COMMENTS:

121 West Ninth
 Tyler, Texas
 903-597-1234
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DECLARATION OF RESTRICTIONS

For

Surrey Trails Addition

Out of the Chirino Survey, Abstract No. 191, Smith County, owned by Surrey Trails, Inc.

These covenants shall be deemed covenants running with the land and shall be binding on each and all of the owners of the lots, tracts and property contained within the above designated subdivision, and shall be binding upon all present and subsequent owners of any lot, tract or parcel within said subdivision, and the acceptance of any person of title to any of said lots, tracts or parcels shall constitute such person's acceptance and joinder in said covenants and all of said covenants are made with and for the benefit of the developer, Surrey Trails Inc., and if any party hereto or any present or subsequent or owner of any lot, tract or parcel within the said subdivision, or their heirs, successors and assigns, shall violate any of the covenants herein, the developer, Surrey Trails, Inc. (hereafter referred to as developer), shall have the exclusive right to file and prosecute any proceedings at law or in equity against the person or persons violating, threatening to violate or attempting to violate any of such covenants, and it is expressly agreed and understood that said developer shall be entitled to secure an Injunction, Restraining Order or other equitable process, and to also proceed to recover damages for such violation; or said developer may if it so elects, in writing authorize any other owner or owners within the subdivision to bring all such actions in their own name to the same extent as could the developer itself, or the developer may if it desires, and it hereby expressly reserves unto itself the right to relieve and forgive any violation of the covenants which in its exclusive discretion it determines will not substantially depreciate or materially lower the desirable character of the addition as a whole. The developer reserves the right at any time or times to assign any, each, or all of its rights, limitatives, or privileges under these restrictive covenants to any other person, firm or corporation.

These covenants shall be binding on all of the owners of the lots and property contained within Surrey Trails, and shall be binding on all subsequent owners of any lot or property within said subdivision from the date hereto until January 1, 1998 and automatically be extended for a successive period of ten (10) years unless, by a vote of a 3/4 majority of the then lot owners of the lots in this subdivision (each lot having one vote), it is agreed to amend or release same.

A. ALL MAIN DWELLING STRUCTURES shall have not less than two thousand (2000) square feet of ground floor area, exclusive of garages, car ports, porches and attached accessory buildings, together with no more than three detached out-buildings for use as garages, servants' quarters, guest houses or stables in conjunction with said single family dwelling house. The exterior of all main dwellings and attached accessory buildings shall be of brick, stone, or other material such as rough sawed redwood or stucco approved by the developer as being in harmony with the site, setting and quality of the development and no such outbuilding or other structure may be erected prior to the erection of such dwelling house.

B. NO MAIN BUILDING OR ACCESSORY BUILDING or structure or other improvement which projects above the grade shall be erected, constructed, placed, added to or altered on any lot, land or building plot in Surrey Trails Addition without prior submission of plans and specifications therefore, to the developers of Surrey Trails Addition or its successors, and receiving approval in writing from the developers authorizing construction to proceed.

The developer reserves the right to delegate its function in reviewing such plans to any person or firm that it determines competent to act in such matters. If the developer finds that the plan fails to comply with the overall standards of the development, he shall set out in writing the basis of the failure to comply and the plans shall be

altered or amended so as to comply with the standards specified in the developer's letter, before any construction is commenced.

The developer shall not unreasonably withhold approval of any plans submitted, and shall notify any applicant for approval of plans or specifications within thirty (30) days of receipt of any written application of the action taken. Failure of the developer to act and reply in writing within thirty (30) days of receipt of an application shall be considered to constitute approval of plans as submitted. Prior to proceeding with construction on which the developer has failed to act, the applicant shall notify Surrey Trails developers by registered mail of the intent to proceed with construction, in accordance with plans as submitted. The developers shall permit and encourage the widest flexibility in architectural design and use of materials consistent with the character and quality of Surrey Trails Addition as a fine residential community.

The Improvement Authority shall retain for its permanent records a copy of each approved plan. Unless the time is extended in writing by the Improvement Authority, failure to complete the work under a plan within nine months from the date of approval shall constitute an automatic revocation of the approval. After such automatic revocation of approval, the structure being constructed or altered shall not then or thereafter be occupied or permitted to remain on any lot for a period longer than three months.

The development reserves the right to re-purchase any lot at the original selling price if construction of a permanent dwelling structure has not begun within two years of purchase date.

The Improvement Authority, through its agent, may at any reasonable time or times enter upon and inspect any lot for the purpose of ascertaining whether the maintenance of such lot and the maintenance, construction or alteration of structure thereon are in compliance with the provisions hereof. Neither the Improvement Authority nor such agent shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

C. NO BUILDING shall be located nearer to the specified lot lines than hereinafter specified:

1 - FRONT YARD - No building shall be located nearer to the front lot line than thirty (30) feet and no accessory building, detached garage or other out building shall be located between the main single-family dwelling and the front line. On a corner lot the entire street or roadway exposure shall be interpreted as requiring the minimum front yard herein specified.

2 - SIDE YARD - No main dwelling or accessory building shall be located nearer than twenty (20) feet to any side lot line, except that animal shelters, stables or other structures for quartering, sheltering or caring for animals shall not be located nearer than forty (40) feet to any side lot and all such animal shelters, stables and other structures (other than shelters for dogs as household pets), shall be located in the rear half of the lot or building plot as determined by a line erected connecting the mid-points of two side lot lines. When a lot is a corner lot located on a curve, the mid-point on the side lot line shall be determined by measuring between the rear lot line and the point of intersection on the two tangents to the curve.

D. NOT MORE THAN ONE RESIDENTIAL STRUCTURE to accommodate one family shall ever be erected on one platted lot, provided however that a servant's house may be erected to the rear of the lot provided such servant's house shall be used and occupied only by a bona fide servant or employee of those residing in the main dwelling structure and no such servant's house shall ever be rented to a person other than a bona fide servant.

E. NO HOUSE TRAILER, TENT OR SHACK shall be placed, erected or permitted to remain on any lot, nor shall any structure of a temporary character be used at any time as a residence.

F. NO ANIMALS OR FOWL shall be kept or maintained on any lot or plot other than normal household pets and birds, except that not more than two horses, ponies or cows or four such animals in combination, may be maintained on each lot provided that the pens, runs or pasture for such animals are not located nearer than one hundred fifty (150) feet to the front lot line and all shelter, barns and stables are located in the rear one half of the lot as hereinabove specified or if a corner lot, one hundred (100) feet from street.

The husbandry, quartering and maintaining of any animals or birds as above provided shall be carried on in such a manner as not to create perceptible odor at the bounding property lines of the lot or tract and so as not to create conditions adverse to health or the enjoyment and use of adjacent lots.

G. NO BUSINESS, TRADE OR OFFENSIVE ACTIVITY shall be carried on upon any lot and no activity which may become a nuisance to the neighborhood by reason of generating excessive noise, traffic, odor, dust, smoke or vibration which is not compatible with the residential character of the area will be permitted.

H. NO DAM OR OTHER OBSTRUCTION shall be erected in, or across a creek by any lot owner without the consent of the developer in writing first obtained, and the developer shall never be liable to any lot owner in the subdivision because of any overflow or flooding of said creek, even though the flow of said creek shall be increased because of development of adjacent or nearby properties by the developer, or others, or because of any act of omission of the County or Town of Tyler in the handling of storm drainage water.

I. FENCING. All fencing walls or screening fences shall be of a first quality residential type which is harmonious and compatible with the residential character of the development when such walls or screening fences are placed within one hundred (100) feet of the front line. To the rear of the front one hundred (100) feet of any lot, fencing may be of standard rural woven wire type but no barbed wire fence may be used along any bounding lot line. The developer shall have the right to pass on the type, character, location and height of any fence or wall proposed for construction in the development. All fences and walls shall be maintained in a sound secure state by the property owner or owners, and the developer shall have the right to order compliance with this provision. Failure to maintain a fence or wall in a sound, orderly and secure state shall constitute a violation of this covenant.

J. GARBAGE, REFUSE AND STORAGE. No lot or tract shall be used as dumping ground for rubbish, trash, junk, waste material or other debris. All domestic garbage, trash and waste materials shall be stored in sanitary containers or enclosed bins, and shall be disposed of at frequent intervals. Garbage and waste storage areas shall be screened from view from the public road, and all such area and receptacles shall be maintained in a sanitary fashion.

K. SIGNS. No sign shall be displayed on any lot except than one permanent type name plate, not exceeding two (2) square feet in area, which contains the name, address or profession of the occupant may be located on each lot. One temporary real estate sign offering the property for sale, lease or rent may be located on each platted lot provided that no such sign shall exceed twelve (12) square feet in surface area, and temporary signs not exceeding twelve (12) square feet in area identifying an architect, decorator, landscape architect, builder or other professional or artisan involved in the construction on a lot may be erected during the construction period only.

L. OUTDOOR LIGHTING. Each platted lot will have at least one (1) standard outdoor lighting fixture in accordance with location and specifications recommended by the developer.

M. No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing water, oil or other hydrocarbons, minerals, gravel or earth.

N. WEED REMOVAL. Surrey Trails may at any time enter upon any lot that is vacant and unplanted for the purpose of cutting, plowing under, burning or otherwise removing weeds and removing or disposing of rubbish or litter. No such entry shall be deemed a trespass and Surrey Trails shall not be subject to any liability therefor. The costs of such work shall be billed to and paid by the owner of the lot and shall constitute a lien on the lot from and after the date that a notice of delinquency is filed for record. The lien may be enforced by Surrey Trails in the manner provided by law with respect to a mortgage or other lien on real property. In order for the lien to be discharged, the owner of said lot shall pay in addition to the amount of the lien all costs and expenses incident to the filing of the notice of delinquency and all costs for foreclosure or other enforcement of the lien, including reasonable attorney's fees.

O. No clothing or other household fabrics shall be hung outside upon any lot unless the same are obscured from street view by trees, shrubs or fence at least six inches higher than such hanging articles.

P. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction of an approved structure. No machinery shall be placed or operated upon any lot except such machinery as is usual in maintenance of a private residence.

Q. Two contiguous lots commonly owned may be treated by the owner as one lot with no setback line on either side of the side boundary common to both lots. The division of one lot into two or more parcels shall not make any of these parcels a separate "lot" within the meaning of that word in this Declaration of Restrictions unless the Improvement Authority so determines in a document recorded and containing a designation of the setback lines for the newly created lots.

R. BRIDAL PATH. Reserving therefrom a non-exclusive equestrian easement of 15.00 to 25.00 feet wide for ingress and egress along margins of lot boundaries as designated by plat.

EXECUTED AT TYLER, TEXAS, This the day of ,
A.D. 196 .

SURREY TRAILS, INC.

BY

Ralph W. Rowe, President

(corporate seal)
ATTEST: