

Smith County
Judy Carnes
County Clerk
Tyler Tx 75702

MORGAN ESTATES



70 2008 00021766

Instrument Number: 2008-R00021766

Recorded On: May 09, 2008

As
Recordings - Land

Parties: SIMPSON KEVIN ETAL

To PUBLIC

Billable Pages: 3

Number of Pages: 4

Comment: DECLARATION

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings - Land	24.00
Total Recording:	24.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2008-R00021766

Receipt Number: 472111

Recorded Date/Time: May 09, 2008 10:43:33A

User / Station: D Colclasure - Cash Station 3

Record and Return To:

KEVIN SIMPSON

13530 FM 346 W

FLINT TX 75762



I hereby certify that this instrument was filed and duly recorded
in the Official Records of Smith County, Texas

Judy Carnes

County Clerk
Smith County, Texas

**DECLARATION OF PROTECTIVE COVENANTS ³
MORGAN ESTATES**

STATE OF TEXAS §

COUNTY OF SMITH §

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, (the "Owners"), being the owners of the surface of MORGAN ESTATES (the "Subdivision"), recorded in Cabinet D, Slide 362-D, of the Plat Records of Smith County, Texas, less and except Lots 2, 6, 7, 8, 9, 10, and 11, and in order to insure the use of such premises for attractive residential purposes as set forth in subject plat, to prevent nuisances and the impairment of the attractiveness of the property and to maintain the desired character of the community, does hereby impress said addition and each of the lots therein with the restrictive covenants hereinafter set out, which shall be covenants running with the land and shall be binding upon all persons acquiring such lots, and their heirs, successors and assigns.

Such restrictions, covenants and limitations are as follows, to-wit:

1. **FULLY PROTECTED RESIDENTIAL AREA**

The restrictive covenants herein contained shall apply equally to every residence erected upon every lot in the MORGAN ESTATES, according to the plat of said addition filed of record in Cabinet D, Slide 362-D, Plat Records of Smith County, Texas.

2. **LAND USE AND BUILDING TYPE**

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family residence. Owner of a lot shall be required to maintain such lot in a generally clean condition, keeping it free from all unsightly undergrowth, weeds and vegetation.

3. **TEMPORARY STRUCTURES**

No structure of a temporary character shall be used on any lot at any time as a residence, either temporarily or permanently. No mobile homes or manufactured housing shall be placed on the property at any time.

4. **DWELLING SIZE**

The area of the floor space, exclusive of porches, breezeways, terraces, garages and storage spaces shall not be less than 1,800 square feet on all lots of MORGAN ESTATES, with at least 90% brick and/or stone veneers.

5. **FENCES**

No fence shall be erected in excess of eight (8) feet in height. No chain link or barbed wire fence shall be placed on the property in front of residence.

6. **SIGNS**

No signs shall be erected or maintained on any lot except for a "For Sale" or "For Rent" sign, not exceeding five square feet in size.

7. **STORAGE BUILDINGS**

Store buildings shall be located so that it is completely behind dwelling and at least 15 feet from lot lines. Buildings shall be no more than 40' x 40' in size. Buildings must be of a sturdy and permanent nature. No pole barn or lean to.

8. **NUISANCES**

The following uses and activities are prohibited within the property except, if applicable, for certain reasonable activities and uses which may exist during any reasonable period of construction of improvements on any portion of property:

- a. Any illegal, noxious or offensive activity of any kind;
- b. Any use which is offensive by reason of odor, fumes, vibrations, dust, smoke, radiation, noise or pollution, or that is hazardous by reason of excessive danger of fire or explosion;
- c. Any use which may cause or produce a nuisance as to any other portion of the property;
- d. Any commercial or business use, including without limitation, trailer park, slaughterhouse, tannery, cannery, barn, stables, cemetery, junk yard, scrap metal yard or waste material collection, storage or distribution, dumping, disposal incineration or reduction of garbage or refuses, foreclosure or bankruptcy sale or auction house operation, or establishment which sells alcoholic beverages;
- e. Overnight parking of storage trucks one ton or larger in size.
- f. Any oil exploration, any drilling or development operations, oil refining, quarrying, or mining operations of any kind, or shifts of any operating derrick or other structure designed for use in boring for oil or natural gas.

9. **OVERNIGHT PARKING**

Overnight parking or storage of campers, mobile homes, boats or trailers must be kept behind dwelling and kept reasonably out of sight.

10. **VEHICLES**

The keeping of automobiles or other vehicles which are not in road-worthy condition or which do not have current inspection sticker or license must be kept out of public sight.

11. **LIVESTOCK AND POULTRY**

An owner can only keep horses, cattle and domestic animals. However, they must be fenced in, maintained and controlled at all times without exception. No poultry, swine, pigs, goats, sheep, emus, exotic animals or dangerous animals may be kept or maintained on property.

12. **ENFORCEMENT**

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

13. **SEVERABILITY**

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

14. **DURATION**

The covenants, conditions and restrictions herein shall run with and bind the land and shall inure to the benefit of and enforceable by the Owners.

EXECUTED this 7th day of May, 2008.

Kevin Simpson
KEVIN SIMPSON
Janet Simpson
JANET SIMPSON

STATE OF TEXAS §

COUNTY OF SMITH §

The foregoing instrument was acknowledged before me on the 7th day of May, 2008, by Kevin Simpson.



Judy Harrison
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §

COUNTY OF SMITH §

The foregoing instrument was acknowledged before me on the 7th day of May, 2008, by Janet Simpson.

Judy Harrison
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Kevin Simpson and wife, Janet Simpson
13530 FM 346 W
Flint, Texas 75762