

**LAKEGROVE SUBDIVISION  
DECLARATION OF BUILDING & USE RESTRICTIONS**

1. No building or other structure of any kind whatsoever shall be constructed for any other purpose than a single family residence together with such other incidental buildings as may be and are ordinarily used in connection with the residence, such as a detached garage barn or storage building. Any detached garage, barn or storage building must be architecturally compatible with any of comparable construction to the main dwelling as the lot.
2. Other than for an incidental office or studio occupancy within the residence on said property of not more than one room of the principal residence, no business or commercial pursuits shall be permitted on the premises and no advertising or signs shall be displayed in conjunction with same.
3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
4. "Members of the Architectural Control Committee may be selected by the property owners at any regular or special meeting of the property owners or any meeting of the Corporation herein defined. In the event of the inability to serve or the resignation of any member of said committee, the remaining members have the authority to continue to act as a committee and to fill the vacancy if desired. In the event of no members remaining or able to serve on this committee, the Board of Directors of the Corporation may name members to serve until the next property owners meeting. In the event said committee or its designated representative fail to approve or disapprove a submitted design or location within thirty (30) days of the receipt of the plans and specifications, the submitted plans and specifications will be deemed to be approved. Neither the members of such committee or its designated representatives shall be held responsible for the consequences of any act or failure to act in the discharge of their duties. The approval or disapproval as required in these covenants shall be in writing."
5. No lot shall be re-subdivided at any time so as to form any lot smaller than (1) acre, but this is not intended to preclude the joining of two lots or more.
6. No building shall be located, erected, or altered on any lot nearer to a front or side street than thirty (30) feet. No building shall be located nearer than fifteen (15) feet to the side (interior) lot line. No building may be built in any easement.
7. No residence shall be constructed of less than 2,000 square feet living area exclusive of garages, porches and out-buildings on all lots in Block 3 and all lots in Block 4. All other lots within LAKEGROVE SUBDIVISION shall be constructed of no less than 1,500 square feet living area exclusive of garages, porches and out-buildings.
8. Any residence or out-building constructed in Blocks 3 and 4 shall have all electrical and telephone service lines buried underground to the building from the utility line or pole. Any residence or out-building constructed in Blocks 1, 2 and 5 may have overhead utility service to the building from the utility line or pole.

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9. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
10. No trailer, tent, shack, garage or other out-building constructed or placed upon any portion of said tract shall at any time be used as a temporary or permanent residence. No mobile home or house trailer shall ever be placed upon any lot or part thereof, either temporarily or permanently. No dwelling shall be occupied until such dwelling is 100% completed. No auxiliary building shall be commenced on any lot or part thereof until the primary dwelling has been completed and occupied.
11. All residences shall be completed within two (2) years from the start of construction.
12. All buildings which may be placed or constructed on any portion of the above described tract, excepting the portions or whole thereof constructed of brick or stone, shall be painted or process painted as to exterior within six (6) months of the date said buildings are completed.
13. All residences, dwellings, and other buildings erected shall be placed on a solid continuous poured concrete foundation or slab and all driveways connecting the garage of the main residence to the street for vehicle access must be constructed of concrete. (For those residences which are occupied on the date this amendment is filed of record with the Ellis County Clerk, shall be required to comply with this provision at such time that any improvements to driveways are made). All outbuildings shall be of a design and exterior appearance compatible with the residence. No out-buildings shall be constructed of metal or aluminum siding or shall have metal roofs.
14. All out-buildings used for the purpose of farming or livestock shall be built a maximum of 35 feet and a minimum of 25 feet from the back lot line of flood plane line.
15. All residences within LAKEGROVE SUBDIVISION shall be constructed of a brick exterior over a minimum of 80% of the exterior vertical walls. Out-buildings shall be constructed of a compatible material, as approved by the Architectural Control Committee. Masonry material shall be of quality and appearance equal or superior to standard clay or shale common brick, color pigment Portland Cement Brick or quarried stone. Exterior wall material, exclusive of the required masonry area, shall be of standard construction material selected and designed to add to the architectural appearance of the building.
16. All garages shall be of a side entry or a rear entry and not facing any side street or frontage street.
17. No fence shall be constructed or allowed to remain in front of the minimum building setback line, except ornamental fences or fences along side lot lines on corner lots, which shall be specifically approved by the Architectural Control Committee. Fences shall be new material only. However, residents shall not be prohibited from erecting wire boundary fences suitable to country living (except barbed wire).
18. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste shall be kept in sanitary containers at all times. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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19. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit in this subdivision.
20. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except for personal use only. Dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Horses or cows may be kept (for recreational purposes only), but not more than one (1) per 20,000 square feet of fenced area available to the animal.
21. Trucks with tonnage in excess of  $\frac{3}{4}$  ton shall not be permitted to park on the streets, driveways, or lots overnight except with the prior approval of the Architectural Control Committee, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.
22. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
23. Easements for the installation and maintenance of utilities and drainage facilities are reserved and shall be located between the minimum building setback line and the street to be located with and by agreement of the lot owner; and it is further provided that no fence or other obstruction shall be placed in any easement and that full right of ingress and egress shall be had at all times over any easement for removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use, maintenance, operation of installation of such utility.
24. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent destruction of such sight lines.
25. No property owner who owns lots adjacent to the common area shall be allowed to perform any activity on this property which inhibits another property owner's use of the common area.
26. No property owner may fence in any part of the common area.
27. Each Property Owner shall be a member of the LAKEGROVE HOMEOWNERS ASSOCIATION, Inc. a Texas Non-Profit Corporation, and shall own one share of the Corporation for each lot owned in the subdivision. The ByLaws of this corporation may be amended, restated or replaced only by a majority of the property owners at a meeting of the corporation where at least 1/3 of property owners are present in person or by proxy. The rules defining this meeting including notice and proxy requirements shall be exclusively controlled by the Texas Non-Profit Corporations Act.

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28. The LAKEGROVE HOMEOWNERS ASSOCIATION shall own the common area for the benefit of the property owners.
29. A property owners share(s) in the Homeowners Association may not be transferred or conveyed separately from the lot(s) relating thereto.
30. Lakegrove Homeowners Association shall have the right to charge each property owner for maintenance fees and other assessments upon a prorata, by lot basis, and is authorized to expend monies, as approved by the Homeowners during the annual Homeowners meeting, for all reasonable expenses incurred by the Board in behalf of the Association, including, but not limited to, professional fees, office supplies, building materials, all committee expenditures authorized by the Board, and any and all other expenditures relating to the existing and future Association activities. Said assessments shall constitute a lien upon said property if not paid within forty-five (45) days of the assessment date.
31. The Board of Directors of the Homeowners Association may levy reasonable assessment charges against the owner of a lot (improved or unimproved) for maintenance and care if after ten (10) days' notice by mail, the owner has failed to remedy any nuisance, or eyesore, e.g. mowing, and the Homeowners Association undertakes to correct such nuisance, or eyesore. Said assessments shall constitute a lien upon said property if not paid within forty-five (45) days of the assessment date. The Homeowners Association shall maintain records of delinquent assessments or liens.
32. These restrictions shall be deemed to be for the protection and benefit of each of the owners or tenant of any portion of the above-described subdivision, and it is intended hereby that the Lakegrove Homeowners Association, Inc. or any individual, or collection of property owners in this subdivision shall have the right to prosecute in any proceeding at law or in equity as may be appropriate or necessary to enforce the restrictions of the Association or the Corporation herein set forth.
33. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through or under them until January 1, 1990, at which time said covenant shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the tracts it is agreeable to change said covenants in whole or in part. Invalidation of any one of these foregoing covenants, restrictions or conditions or any portion thereof by court order, judgment or decree shall in no way affect any of the other remaining provisions hereof which shall in such case continue to remain in full force and effect.
34. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.