

818 0734

VOL. PG

DECLARATION OF RESTRICTIONS

OF  
MILL CREEK

5265

STATE OF TEXAS  
COUNTY OF ELLIS

THIS DECLARATION is made as of the 1st day of March 1989  
by CROSS COUNTRY LAND COMPANY, INC., A TEXAS CORPORATION,  
herein called GRANTOR.

W I T N E S S E T H:

WHEREAS, GRANTOR is the owner of all that certain real  
property located in Ellis County, Texas, described as  
follows:

Tract numbers 1, 2, 3, 4, and 5 of the MILL CREEK  
Subdivision, as recorded in Cabinet B, Slide 63D, of the  
Ellis County Records, Ellis County, Texas, hereinafter called  
the PROPERTY: and

WHEREAS, GRANTOR desires to create a quality development  
with the restrictions, covenants, impositions, easements  
changes and liens as hereinafter set forth for the preservation  
of the property;

NOW, THEREFORE, it is hereby declared that all of the  
property described above shall be held, sold and conveyed  
subject to all easements and other matters of records,  
restrictions, covenants and conditions, which are for the  
purpose of protecting the value and desirability of, and which  
shall run with, the real property and shall be binding on all  
parties having any right, title or interest in or to the above  
described property or any part hereof, and their heirs,  
successors and assigns, and which easements, restrictions,  
covenants and conditions shall inure to the benefit of each  
Owner thereof.

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The following words when used in this Declaration shall have the following meanings:

1. "Property" shall mean and refer to that certain real property herein described.
2. "Grantor" shall mean and refer to Cross Country Land Company, Inc., a Texas Corporation its successors or assigns of any or all of its rights under this Declaration.
3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Tract or portion of a Tract, their heirs, successors, legal representatives or assigns.
4. "Tract" shall refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Cabinet \_\_\_\_\_, Slide \_\_\_\_\_, of the Deed Records of Ellis County, Texas.

ARTICLE II**GENERAL RESTRICTIONS**

1. Use Restrictions. Manufactured, double-wide mobile, and or modular homes not more than five years old may be placed on property. Said homes shall be a minimum width of 24' and length of 30'. Wheels on said homes shall be removed and a solid support installed to permanently affix the dwelling. It shall be the responsibility of the owner to anchor/strap his home as protection against high winds in accordance with the manufacturer's recommendations and state requirements. All dwellings will be required to be uniformly underpinned between the base of the home and the ground level with an access on the back side. Said underpinning shall match the color scheme of the home.

A. All building exteriors or improvements must be completed as to finish and appearance within six (6) months from the date construction commences and any structure other than dwelling placed on the property shall be of new construction. All painted wood exterior material shall have no less than two coats of paint.

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B. No building, tent, travel trailer or other temporary structure shall be used as a permanent or temporary residence.

C. No tract shall be developed into a mobile home park.

D. Property shall not be used as a junk or wrecking yard, or a dump ground. All inoperable and/or unlicensed vehicles shall be stored in a building designed for that purpose. Nothing shall be stored that is a nuisance to the neighbors, detracts from the appearance of the neighborhood or creates an odor or causes a health or safety hazard.

E. No commercial livestock feedlot will be allowed.

F. Pending availability of public sewers, sewage disposal shall be effected by means of individual septic tanks; the type of tank, its construction, location on tracts and tile disposal field shall be approved by the regulatory governmental body having jurisdiction over such matters in Ellis County, Texas.

G. Culverts must be approved by the County Commissioner and be installed in accordance with the policies of Ellis County, Texas.

H. Replatting or subdividing of the Property shall be in accordance with the rules and regulations of Ellis County, Texas, and all restrictions herein shall apply to each Tract resulting from subdivision in the same manner as applicable to Tracts.

2. Notice to Owner. Notice to Owner of the violation of any of these restrictions or any other notice therein required shall be delivered or mailed to the Owner certified mail, return receipt requested, at the address shown on the Tax Rolls, Ellis County, Texas.

3. Utility Easement. There is hereby reserved to Grantor or Owners, for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property, the permanent right and authority to lay, operate and maintain lines, water lines, communication lines, and such other further public service facilities as Grantor or Owner may deem necessary along, through, in or over and under a strip of land twelve (12) feet in width (as measured at right angles) from all Property lines.

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4. Non-liability of Grantor or Owners. Neither the Grantor nor Owners shall in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself. In the event that either the Grantor or an Owner shall deem it necessary to enforce these restrictions against any Owner, said Owner shall be required to pay reasonable attorney's fees and court costs if the Grantor or Owners shall prevail in said litigation.
5. Declaration of Restrictions Run With the Land. These herein contained restrictions shall constitute an easement and imposition in and upon the Property and every part thereof, and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by Grantor or Owners.
6. Owner Compliance. The covenants, restrictions and servitudes imposed by the Declaration of Restrictions shall apply not only to Owners, but also to any persons or entities occupying the Property by permission or invitation of the Owner or his tenants, expressed or implied. Failure of the Owner to notify said persons or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of Grantor or Owners of the property of enforcement of these restrictions, and in addition, the violating Owner shall be responsible for all violations of these restrictions by his tenants, licensees, invitees or guests, and by guests, licensees or invitees of his tenants at any time.
7. Enforcement. Enforcement of restrictions, conditions and reservations now or hereafter imposed by the provisions hereof shall be by any procedure at law or equity against any person or persons violating or attempting to violate any covenants or restrictions either to restrain violation or to require certain performance or to recover damages or to enforce any lien created by these covenants. Any costs of collection, including reasonable attorney's fees incurred in the enforcement of these covenants, restrictions, or lien shall be paid by the violating Owner. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so hereafter.

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8. Severability Clause. Invalidation of any one of these Restrictions, whether in whole or in part, by a court of competent jurisdiction shall not affect any of the other restrictions, and all other provisions shall remain in full force and effect.

SWORN TO AND ACKNOWLEDGED BEFORE ME BY CROSS COUNTRY LAND COMPANY, INC., by its PRESIDENT, RAYMOND HAYES, who does hereby execute these Restrictions in its name, by its above named officer on this 1st day of March, 1989.

  
\_\_\_\_\_  
RAYMOND HAYES - PRESIDENT  
CROSS COUNTRY LAND COMPANY, INC.

THE STATE OF TEXAS  
COUNTY OF Dallas

SUBSCRIBED AND SWORN TO BEFORE ME by the above named RAYMOND HAYES, on this the 1st day of March 1989.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR STATE OF TEXAS  
Printed Name: Susan A Crawford  
My Commission Expires: Nov 89

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PAYEE'S BANK  
DALLAS, TEXAS

Return to: <sup>Cross Country</sup> Landco.  
4560 Belt Line Rd.  
Ste 300  
Dallas, Tx 75244