

Phase 2
Camelot



Covenants and Restrictions
For
Camelot Addition Phase II

THE STATE OF TEXAS

COUNTY OF SOMERVELL

WHEREAS, the Declarant, hereinafter referred to as developer, is the owner and intends to convey property described at 20111652, Real/Deeds Records, City of Glen Rose, Somervell County, Texas, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set out

NOW, THEREFORE, IT IS HEREBY DECLARED that all of the property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, title interest in or to the above describer property or any part of thereof, their heirs, successors, and assigns, and shall be in addition to any other restrictions and/or conditions already effective against the property.

DEFINITIONS

"OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"LAND USE AND BUILDING TYPE" Only one single family residence may be erected, altered, placed or permitted to remain on this tract. All improvements, buildings, garages or carports must be approved in writing by the Architectural Control Committee. Owner shall be required to maintain all property in a generally clean condition, keeping it free from unsightly undergrowth, weeds and vegetation.

"HOUSE SIZE" No dwelling may be constructed on this tract with less than fifteen hundred (1,500) square feet of living area exclusive of porches, garages, or carports. All dwellings must be a minimum of 75% of brick, or masonry or concrete siding. Alternate exterior materials, such as wood, vinyl or aluminum siding may be approved by the Quality Control Committee.

"PROPERTIES" shall mean and refer to that one certain tract of real property herein described.

"LOTS" as used herein, shall mean a lot or lots as shown on the plat of this subdivision conveyed by the developer;

"ARCHITECTURAL CONTROL COMMITTEE" shall refer to the "DEVELOPER" of this subdivision until such time as the developer shall surrender, in writing, its position on the committee;

Nothing herein shall be construed to prevent the enforcement of these restrictions and covenants by any party hereto, their heirs or assigns or by any person or persons owning any real property situated in said development or subdivision hereby restricted and to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from doing so to recover damages or other dues for such violation nor to prevent any legal entity from so enforcing as prescribed by statute.

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

"DURATION OF RESTRICTIONS" These covenants shall run with the land and shall be binding upon the property unless a vote of sixty-six and two-thirds percent (66 and 2/3 %) of the owners of the properties so restricted agree to change the covenants or restrictions in whole or part, or to grant a variance, which must be done in writing and filed of record in the Somervell's County Real Records. However, the Architectural Control Committee may also grant a variance if the Committee determined that such variance is necessary to permit effective utilization of a lot.

"TRANSFER OF DEVELOPER FUNCTIONS" All functions of the Developer, who is the Owner and Declarant, herein provided for may be transferred by Developer to the Property Owners Association at any time after the sale, of two-thirds (2/3) of the lots within the subdivision. Such transfer of functions shall be at the sole discretion of the Developer, but in any event, Developer shall transfer such functions to the Property Owners Association when all lots in the subdivision have been sold.

"An ARCHITECTURAL CONTROL COMMITTEE" consisting of three (3) individuals is hereby established. The three (3) members must be individuals who own property within the subdivision. The terms of office of the initial members shall continue until the first occur of the following events:

- a) One hundred percent (100%) of all lots shall have been conveyed to owners other than the Developer.
- b) The surrender in writing by the Developer of its right to appoint or remove members of the Architectural Control Committee.

Until such time, Developer retains sole right to appoint or remove all members of the Committee

The owners shall be entitled to one vote per lot owned at the time of the vote. The members will be elected for a two (2) year term without salary or other benefits. Two (2) members will constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Control Committee on any matter before it will be valid.

Any new member appointed to replace a member who has died, resigned or been removed shall serve such member's un-expired term. Members who have resigned, been removed or whose terms have expired may be re-appointed.

"NO MOBILE HOME OR ANY OTHER TYPE OF MANUFACTURED HOME" may be moved onto the property and no variance may be granted allowing a mobile home to be placed on any lot. After completion of the main dwelling, a camper or recreational vehicle may be stored on the property as long as the vehicle is not visible from any public road.

"TEMPORARY STRUCTURES" No temporary dwelling shall be moved on or erected on, said property to be used as a residence.

"EASEMENTS" All easements that are shown on the recorded plat of the purpose of installation and maintenance of utilities, and all such easements hereafter granted for such purpose, shall be observed by each lot owner and shall not be in any manner obstructed so as to hinder or defeat any such easement.

"BUILDING SET-BACKS" Building set-back lines shall be as a minimum of fifteen (15) feet from the front of the property line and twenty-five (25) feet from the rear of the property line, and a minimum of five (5) feet from any side lot line.

"OVERSIZE LOT" When two (2) lots that adjoin each other and the full length of one common side are owned by the same person, then said lots shall be treated as one (1) oversized lot, and the restrictions pertaining to side lot line shall be regarded only as to the four (4) outside lines and without regard to the common lot line, except that nothing herein shall abridge, abrogate, or annul any easement or other restrictions or covenant of this subdivision.

"SIGNS" No signs of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet for advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction period.

"LIGHTING" Any exterior lighting on any lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

"VEHICLES" No vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the subdivision at any time. No vehicles shall be parked for any period of time on the roads serving the subdivision. No inoperable vehicle or machinery or vehicles or machinery on blocks is allowed. No machine parts, household appliances or any other such material may be kept on any lot in an exposed manner, or other unsightly items incompatible with residential usage. All materials and machinery must be kept in an enclosed workshop or garage.

"NUISANCE" No noxious, offensive or illegal activity shall be practiced upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood

"LIVESTOCK" No livestock shall be permitted on the property. Dog, cats or other household pets may be kept, provided they are not maintained for commercial purposes.

"GARBAGE, REFUSE, AND WASTE WATER DISPOSAL" No lot shall be used or maintained for a dumping ground for rubbish, trash, or garbage or other waste, and any such matter temporarily kept on

a lot shall be maintained in containers that are sanitary and out of public view. No trash or garbage may be burned within the subdivision without the prior written consent of the Architectural Control Committee. No waste materials, pesticides or other such similar chemicals shall be used on any lot in a manner which might contaminate drainage areas within the subdivision leading to creeks, or ponds. All waste water discharge must be tied into public sewer lines.

"SEPTIC TANKS" Septic tanks shall not be permitted.

"GARAGE LOCATION" Due to the nature of the terrain of this phase of development, some garages may be restricted to a specific location on a lot. All final garage locations are subject to review and approval by developer. Garage locations may not protrude the front of the house and must be a minimum of two (2) feet behind the front of the house.

"GARAGE REQUIRED" Each house must have a minimum of a two car attached garage which must conform in design and materials with the house. No garage may be converted into living space or used in any manner to preclude parking of two automobiles therein, except for temporary usages as part of the sales facilities contained in any model homes constructed by a homebuilder. Front entry garages are allowed. Garage doors must consist of pre-finished architectural wood or metal finish which must conform in design and materials with the house.

"FENCES" Unless otherwise approved by the developer, any fence must be constructed of brick, wood, or black or green chain link. Examples of prohibited fencing materials include but are not limited to chain link, barbed wire, wire and other non-brick or non-wood materials, unless approved by the developer. Fences facing any street must be constructed so that the side of the fence containing the horizontal structural supports is not visible from the street. Said fence must be a minimum of five feet (5') in height not to exceed a maximum height of eight feet (8').

"SIDEWALKS" When building a house on a lot, an owner must build a city-approved sidewalk four feet (4') wide, one foot (1') outside of and parallel to the front property line of the lot. On all corner lots the sidewalk must continue from the front walk and extend along the side street side of the lot all the way to the alley or rear property line. All walks and wheelchair accessible ramps must comply with the Americans with Disabilities Act, unless otherwise required by the then current City of Glen Rose code standards.

"DRIVEWAYS" All driveways off public roads to a lot shall be constructed of concrete in a workmanly like manner, so as not to obstruct drainage or flow of water.

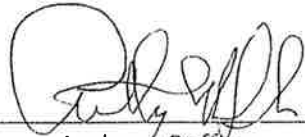
"ENFORCEMENTS OF COVENANTS" Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or recover damages.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, shall have any liability nor responsibility at law or in equity on account of the enforcement of, nor on account of the failure to enforce these restrictions.

Except as otherwise provided above, vacancies on the Architectural Control Committee, however caused, shall be filled by vote of a majority of the Owners. Failure of the Owners to fill any vacancy in the Committee shall not prevent action by the Committee on any matter to the extent that two members thereof join in and consent thereto.

EXECUTED this 6 day of Sept 2013.

The undersigned acting as Declarant, Owner, Developer, Anthony Roffino representing Roffino Custom Homes, Inc.

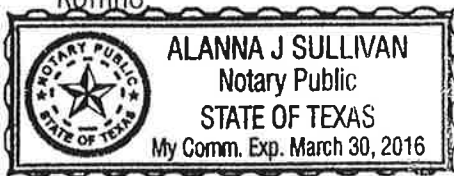


Anthony Roffino
President Roffino Custom Homes, Inc.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF SOMERVELL

The foregoing instrument was acknowledged before me on the 10th day of Sept 2013 by Anthony Roffino


NOTARY PUBLIC, STATE OF TEXAS

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Candace Garrett
September 09, 2013 08:41:41 AM 20131481
FEE: \$32.00

Candace Garrett County Clerk
Somervell County TEXAS

Camelot
Ph 3



RULES AND REGULATIONS
OF
CAMELOT PHASE III HOMEOWNER'S ASSOCIATION

(A Texas Non-Profit Corporation)

Somervell County, Texas

Date: June 9, 2016

Property Owner's Association shall be called **CAMELOT PHASE III HOMEOWNER'S ASSOCIATION**.

Association Address: P. O. Box 72
Rainbow, Texas 76077

Declaration: Covenants and Restrictions for Camelot Addition Phase III, filed of record in Clerk's Instrument No. 20160099, Official Public Records of Somervell County, Texas.

Definitions: Capitalized terms used, but not defined in these Rule and Regulations shall have the same meaning as set forth in the Declaration and/or By-Laws.

The Property Owner's Association hereby adopts these Rules and Regulations, which will be enforceable on the recording of this document in the official public records of Somervell County, Texas. On violation of these Rules, the offending Owner may be subject to Penalties for Violation as set forth herein.

RULES AND REGULATIONS

1. Assessments. Each Lot owner shall pay a yearly assessment for the maintenance of the road(s) in the amount of \$100.00 per year. Such assessment shall be due by January 31st of the assessment year. Assessments shall not be prorated, meaning, if a Lot is purchased after January 31, then in such event, the Assessment shall not be due until January 31st of the following year, and is due by January 31st each year thereafter.
2. Late Fees. A late fee of \$10.00 per month shall be due and payable for each month after January 31st.
3. Compliance with Covenants and Restrictions. Each lot owner shall comply with all the covenants and restrictions for Camelot Phase III as currently filed in Clerk's Instrument No. 20160099, and as amended and/or modified.

4. Penalties for Non-Compliance. Upon proper notice, and opportunity to cure, as required by the By-Laws of the Association, a property owner remaining in violation shall be subject to a monetary penalty of \$25.00 for each 30 days of non-compliance.

ENFORCEMENT PROCEDURES

1. Notice. Before the Property Owner's Association may levy a fine or penalty for a violation of these Rules or a Restrictive Covenant, the Property Owner's Association or its agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or violations that are the basis of the complaint and possible fine and/or penalty. The notice must also inform the Owner is (a) entitled to a reasonable period in which to cure the violation and avoid the fine and/or penalty (b) may request a hearing in accordance with Property Code section 209.007 on or before the thirtieth day after the date the Owner receives the Notice; and (c) may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. app. §§ 501-596) if the Owner is serving on active military duty. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

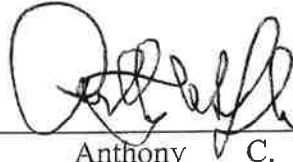
2. Hearing. If the Owner is entitled to an opportunity to cure the violation(s), the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter at issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. The Property Owner's Association must hold a hearing under this provision not later than the thirtieth day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time and place of the hearing not later than the tenth day before the date of the hearing. All hearings shall be conducted according to the procedures set forth in the By-Laws of the Association. The minutes of the meeting will contain a written statement of the results of the hearing and the fine or penalty imposed, if any. The Board may, but will not be obligated to, suspend the fine or penalty imposed if the violation is cured within a 10 day period. Such suspension will not constitute a waiver of the right to impose a fine or penalty at a later date for a repeat violation by the same person or owner.

3. Appeal. Following hearing before a committee, if any, the violator will have the right to appeal the decision to the Board. To perfect the right to appeal, a written notice of appeal must be received by the managing agent, board president or board secretary within five days after the hearing date.

EXCLUSION

1. Lot 1, Block C of Camelot Phase III, a subdivision in Somervell County, Texas according to the plat thereof filed of record in Clerk's Instrument No. 20151068, Official Public Records of Somervell County, Texas, shall be, and is hereby excluded and exempt from these Rules and Regulations in so far as said owner(s) shall not be required to pay assessment as set forth herein. All other provisions of these Rules and Regulations shall apply.

Camelot Phase III Homeowner's Association

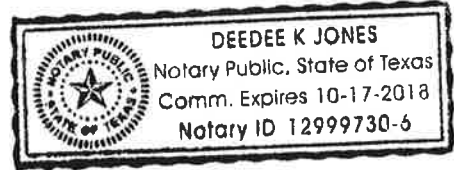


By: Anthony C. Roffino, Board

President/Declarant

ACKNOWLEDGMENT

STATE OF TEXAS)
: ss
COUNTY OF SOMERVELL)



The foregoing instrument was acknowledged before me on the 15 day of June 2016, by Anthony C. Roffino, who on his oath stated he is the President of the Board of Directors of Camelot Phase III Homeowner's Association and that he executed same for the purpose and consideration stated therein.


Notary Public - State of Texas

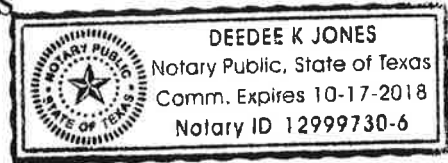
As evidenced by the appropriate signatures below, the foregoing rules and regulations are hereby agreed to and accepted by the current lot owners of Camelot Phase III.

AGREED:


Gina Marie Wallace-Candido
Richard Alfred Candido

ACKNOWLEDGMENTS

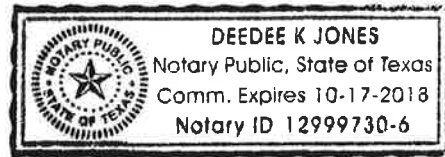
STATE OF TEXAS)
: SS
COUNTY OF SOMERVELL)



The foregoing instrument was acknowledged before me on the 9th day of June 2016, by Gina Marie Wallace-Candido, who on her oath stated she executed same for the purpose and consideration stated therein.

Deedee K Jones
Notary Public - State of Texas

STATE OF TEXAS)
: SS
COUNTY OF SOMERVELL)



The foregoing instrument was acknowledged before me on the 9th day of June 2016, by Richard Alfred Candido, who on his oath stated he executed same for the purpose and consideration stated therein.

Deedee K Jones
Notary Public - State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

AFTER RECORDING RETURN TO:

Anthony C. Roffino
P. O. Box 72
Rainbow, Texas 76077

Michelle Reynolds

Michelle Reynolds, County Clerk
Somervell County, Texas

June 15, 2016 10:53:00 AM

FEE: \$38.00 FREEKI
PROPOWERS

20160974