

After recording, return to:
LGDC Real Estate Ltd.
8497 US Highway 259
Longview, TX 75605

HONEYSUCKLE GARDENS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS

COUNTY OF HARRISON

Whereas, LGDC Real Estate, Ltd., a Texas Limited Partnership, hereinafter called Declarant, is the owner of that certain real property located in Harrison County, Texas, described as follows:

All that certain lot, tract or parcel of land situated in Harrison County, Texas, about 19 miles West of the Courthouse in the City of Marshall, being 30.873 acres of land, a part of the EDWARD ROBERTSON SURVEY, A-590, and being a part of the residue of that certain called 226.5 acre tract described in field notes recorded in Volume 1094, Page 241 of the Harrison County Deed Records, said 30.873 acres being more particularly described as follows:

BEGINNING at a 1/2" iron rod with surveyors cap set for corner at the Northeast corner of said called 226.5 acre tract, same being at the intersection of the West line of that certain called 102.5 acre tract described in deed to Harry Roe Estate, recorded in Volume 381, Page 220 of said Deed Records, with the Southwest right of way line of FM Highway 449;

THENCE in a Southerly direction with the East line of said called 226.5 acre tract and the West line of said called 102.5 acre tract;

(1) South 01° 30' 36" West, 267.83 feet, to a 1/2" iron rod with surveyors cap set for corner;
(2) South 01° 37' 28" East, 604.25 feet, to a 1/2" iron rod with surveyors cap set for corner;
(3) South 00° 26' 58" West, 120.85 feet, to a 1/2" iron rod with surveyors cap set for corner at the Northernmost corner of that certain 0.376 acre tract described in deed to Daniel McEntee, et ux, recorded in Volume 2354, Page 137 of the Harrison County Official Public Records;

THENCE South 50° 05' 15" West, with the Northwest line of said 0.376 acre tract, 185.32 feet, to a 1/2" iron rod found for corner at the Westernmost corner of same, same being the Northernmost corner of Lot 25 of the Lakes of Honeysuckle Farms, Unit 3, as shown by plat recorded in Cabinet B, Slide 22-A of the Harrison County Plat Records, also being the Easternmost corner of Lot 26 of said Unit 3, said iron rod also being the Southernmost corner of that certain 0.870 acre tract described in deed to James Denmark et ux, and recorded in Volume 2996, Page 255 of said Public Records;

THENCE North 39° 02' 11" East, with the Southeast line of said 0.870 acre tract, 69.75 feet, to a 1/2" iron rod found for corner at the Easternmost corner of same;

THENCE North 27° 24' 24" West, with the Northeast line of said 0.870 acre tract, 287.98 feet, to a 1/2" iron rod found for corner at the Northeast corner of same;

THENCE in a Northwesterly direction, with the North line of said 0.870 acre tract, along a curve to the right having a radius of 75.00 feet, at an arc length of 65.77 feet, pass a 1/2" iron rod found at the Northwest corner of said, same being the Northeast corner of that certain 0.623 acre tract described in deed to John H. Hodnett et ux, recorded in Volume 2953, Page 71 of said Public Records, and continuing in all, an arc length of 130.32 feet, and a chord bearing and distance of North 72° 47' 43" West, 114.53 feet, to a 1/2" iron rod found for corner at the Northwest corner of said 0.623 acre tract;

THENCE South 38° 53' 46" West, with the Northwest line of said 0.623 acre tract, 168.92 feet, to a 1/2" iron rod found for corner at the Westernmost corner of same, same being the Northernmost corner of Lot 27 of said Unit 3, also being the Easternmost corner of Lot 28 of said Unit 3;

THENCE North 51° 13' 21" West, with the Northeast line of said Lot 28, at 150.00 feet pass a 1/2" iron rod found at the Northernmost corner of same, same being the Easternmost corner of Lot 29 of said Unit 3, and continuing in all 300 feet, to a 1/2" iron rod found for corner at the Northernmost corner of said Lot 29;

THENCE South 38° 46' 39" West, with the Northwest line of said Lot 29, 175.00 feet, to a 1/2" iron rod found for corner at the Westernmost corner of same, same being on the Northeast margin of Honeysuckle Lane, a 60 foot wide road right of way;

THENCE North 51° 13' 21" West, with said Northeast margin, 521.43 feet, to a 1/2" iron rod found for corner at the Southernmost corner of Lot 37 of the Lakes of Honeysuckle Farms, Unit One, as shown by plat recorded in Cabinet B, Slide 8-A of said Plat Records;

THENCE North 38° 34' 31" East, with the Southeast line of said Lot 37, 199.76 feet, to a 1/2" iron rod found for corner at the Easternmost Southeast corner of same;

THENCE North 01° 43' 14" West, with the East line of said Lot 37, 677.23 feet, to a 1/2" iron rod found for corner at the Northeast corner of same, same being a Southeast corner of the residue of said called 226.5 acre tract, also being on the East side of a creek;

THENCE in a Northerly and Northeasterly direction, with a Southeast line of the residue of said called 226.5 acre tract and the East side of said creek:

- (1) North 03° 15' 39" West, 77.09 feet, to a 1/2" iron rod with surveyors cap set for corner;
- (2) North 24° 55' 54" East, 165.19 feet, to a 1/2" iron rod with surveyors cap set for corner;
- (3) North 41° 48' 20" East, 117.95 feet, to a 1/2" iron rod with surveyors cap set for corner;
- (4) North 85° 07' 23" East, 89.39 feet, to a 1/2" iron rod with surveyors cap set for corner; and
- (5) North 66° 50' 36" East, 110.85 feet, to a 1/2" iron rod with surveyors cap set for corner on the Northeast line of said called 226.5 acre tract, same being on the Southwest right of way line of said FM Highway 449, from which a concrete right of way monument found bears North 48° 02' 27" West, 67.96 feet;

THENCE in a Southeasterly direction, with the Northeast line of said called 226.5 acre tract and said Southwest right of way line:

- (1) South 48° 02' 27" East, 334.67 feet, to a 1/2" iron rod with surveyors cap set for corner;
- (2) South 47° 46' 22" East, 633.97 feet, to a 1/2" iron rod with surveyors cap set for corner at the beginning of a curve to the left; and
- (3) along said curve, having a radius of 3879.69 feet, an arc length of 40.75 feet, and a chord

bearing and distance of South 46° 47' 13" East, 40.75 feet, to the point of beginning, and containing 30.873 acres of land.

Whereas, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set fourth:

Now, Therefore, it is hereby declared that all the property described above 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, 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 thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

- (1) All conveyances of lots in the Honeysuckle Gardens, shall be subject to the outstanding ownership of all oil, gas and other minerals, as well as any existing oil and gas leases covering said property.
- (2) Each tract of land shall be used for a single family residence. Said tract of land may not be subdivided into smaller tracts.
- (3) No construction on the lots will be commenced until the plans for same are submitted to and approved, in writing, by the developer. Should the developer desire, he may permit the lot owners to elect three of their members to be an Architectural Control Committee and should he do so then the plans will be submitted for their approval.
- (4) All residences must be constructed, above ground, of new materials, either stone, brick, or frame.
- (5) The minimum square footage for houses built on the herein described property shall be 1600 square feet of living area, excluding porches, garages and carports.
- (6) All owners will egress and ingress by the common entrance, being Sweet Heart Lane. The existing fence along Highway No. 449 must be left intact, therefore, owners of Lots 1, 2, 3, 4- Phase II. and Lots 1, 2, 3, 4- Phase I, cannot enter on said lots from Highway No. 449.
- (7) No mobile homes or manufactured homes are to be moved onto or permitted upon the herein described property.
- (8) No retail business, including commercial kennels, commercial poultry operations, commercial signs or noxious or offensive activity shall be carried on upon any tract, nor shall anything be done which may be or become an annoyance or nuisance to other residents.
- (9) Owners shall maintain their property in a safe and sanitary condition, including keeping the lawn mowed.
- (10) No hog pen, horses, cows, trash dump, junk yard or car wrecking yard shall be permitted on the property. No vehicles shall be permitted thereon unless same are registered and licensed with a state for the current year.
- (11) Domestic animals, such as dogs and cats, will be permitted, provided they are kept on owner's

property and not permitted to wander, except on a leash.

- (12) All septic systems must be aerobic systems.
- (13) Metal and frame buildings may be constructed for storage purposes only. Such metal buildings shall be prefabricated type, anodized colored building (such as the type sold from Sears). All storage buildings shall be of new construction and no tin building will be permitted.
- (14) No structure on the lots will be built closer than fifty (50') feet from the right of way line of F.M. 449, and no structure shall be constructed on the herein described property within eight (8') feet of the side boundary line of said tract and thirty (30') feet of front boundary line.
- (15) Fences on the lots will not extend beyond the front of the houses on either side and will not be over 6 ft. high. All fences are to be of wood or chain link structure.
- (16) No off road three wheelers, four wheelers, dirt bikes, go-carts and horse back riding shall be permitted.
- (17) No discharging of firearms shall be permitted.
- (18) Notwithstanding any other provision hereof, Declarant reserves the right (upon application and request of the owner of any lot) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant owner by Declarant) the application of any of these covenants and restrictions to such lot if, in the sole discretion of the Declarant such action be necessary to relieve hardship and permit good architectural planning to be effected.. Declarant also reserves the right:
 - a. To redivide and replat any of the property shown on the Plat of any Unit now or hereafter recorded for any Unit of Honeysuckle Gardens, at anytime in question owned by the Declarant.
 - b. To change the location of streets and easements prior to the time the same be actually opened for public use or availed of by the public utilities. In no case, however, shall any such waiver, variance, amendment or change (1) Deprive any owner of a lot to reasonable access to such lot; and/or (2) Reduce the frontage or depth of any numbered lot on the Plat to that which is less than that such numbered lot now containing the least frontage and depth.
 - c. To reduce the minimum living square footage requirement for each living unit by 200 square feet.

The Declarant, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Declarant or the owner of any tract subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and unless

amended as provided herein, shall be effective for a term of twenty-five (25) years from the date of this Declaration is recorded. The covenants, conditions and restrictions of this Declaration may amended by an instrument signed by not less than eighty (80%) percent of the land owners.

EXECUTED this 5 day of Jan, ~~2005~~ 2006

DECLARANT:

LGDC Real Estate, Ltd., a Texas Limited Partnership

By: LGDC Enterprises Management Company, L.L.C., General Partner

By Larry Gilliam
Larry Gilliam, Member

By _____
H. Don Crawford, Member

STATE OF TEXAS

COUNTY OF GREGG

This instrument was acknowledged before me this _____ day of _____, 2005, by Larry Gilliam, Member of LGDC Enterprises Management Company, L. L.C., General Partner of LGDC Real Estate Ltd., a Texas Limited Partnership, on behalf of said Partnership.

Notary Public, State of Texas