

IF YOU HAVE QUESTIONS CALL
DALE MASSEY 389-3106
RESTRICTIONS

LAKWOOD SUBDIVISION, FREESTONE COUNTY, TEXAS

THE STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FREESTONE }

WHEREAS, Neal Development Corp. is the owner of a tract of land in the REDDIN GAINER LEAGUE, A-12, Freestone County, Texas, which has been subdivided and platted as Lakewood, as shown by map thereof, recorded in Vol. 1, page 76 of the Map Records of Freestone County, Texas; and,

WHEREAS, it is deemed to be in the best interest of said Neal Development Corp. and of the persons who may purchase lots described in and covered by the above mentioned plat, that there be established and maintained a uniform plan for the improvements and development of the lands covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, Neal Development Corp. being the owner of said subdivision, does hereby adopt the following covenants and restrictions which shall be taken and deemed to be covenants to run with the lands and shall be binding on Neal Development Corp. and all persons and entities claiming under them until January 1, 1995 at which time said covenants, conditions and restrictions shall be automatically extended for successive period of ten (10) years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If the above named owner or any of its successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

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

(a) No lot shall be used except for residential purposes; provided that any lot may be used for the erection and operation of a sales office, construction office,

or model home by Neal Development Corp. or its designates, successors or assigns. The term "Residential Purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited; provided, however, that the business of furnishing utilities and sewage disposal shall not be considered a prohibited business. No building shall be erected, altered, placed or permitted to remain on any lot other than (1) one detached single family dwelling not to exceed two (2) stories in height, together with a private garage or carport for not more than three (3) cars and servant's type quarters which may be occupied by an integral part of the family occupying the main residence on the building site, or by servants employed on the premises; (2) a tool shed or work shop, attached or unattached to the residence building; and (3) one 1-story horse barn or shed not to exceed 400 square feet of floor area upon those lots where the keeping of horses is permissible as hereinafter provided.

(b) No improvements of any nature shall be erected, placed or altered on any building plot in this subdivision until the plans, specifications and plot plans showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by an Architectural Control Committee composed of C. E. Neal, Jr., C. E. Neal, Sr., and Steven A. Neal, or by a representative designated by a majority of the members of said committee.

In the event of death or resignation of any member of said committee the remaining member or members shall have the full authority to approve or disapprove such design and location or to designate a representative with like authority.

In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to sixty (60) days after completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensa-

tion for services performed pursuant to this covenant.

The duties and powers of such committee and of its designated representatives shall cease on and after January 1, 1976. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

X (c) Except as may be authorized in writing by the Architectural Control Committee, no building shall be located nearer to the front lot line or nearer to any public street than 25 feet. No slab or foundation of any building (including garages, sheds, and barns) shall be located nearer than ten (10) feet from the rear/lot lines, and from the side. Overhang of the walls and roofs of buildings shall be permitted so long as such overhang does not extend out more than two (2) feet from the slab or foundation. All improvements shall be constructed to front on the street upon which site faces, with provision that each corner site may face on any street on which it has frontage, and garage may also face on any street on which the lot has frontage.

(d) No residential structure shall be erected or placed on any building plot having an area of less than seven thousand, five hundred (7,500) square feet or a width of less than seventy-five (75) feet at the front building set back line.

(e) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done or kept thereon which may become an annoyance or nuisance to the neighborhood.

X(f) No basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, with the exception that one mobile home may be used as a residence on each lot on a temporary basis, prior to the construction of a permanent residence, for a period not to exceed twenty-four (24) months from date of purchase of the lot. Each mobile home to be used as a temporary residence must first be approved in writing by the Architectural Control Committee and such mobile home must have a minimum living area of five hundred (500)

are feet. The mobile home must have been initially registered no earlier than January 1, 1963, it must be placed on the lot with the long axis of the vehicle parallel to the street, and in the case of a corner lot location, must be placed with the long axis of the vehicle parallel to the street upon which the lot has the greater frontage. It must be connected to the water and sewer lines of the subdivision if available (or to an Architectural Control Committee approved septic tank system on those lots where sewer is not available). The foundation of the mobile home must be covered or closed in with wood or other material approved by the Architectural Control Committee, and the mobile home must in all other instances conform to the other requirements of these restrictions for permanent residences.

(g) No permanent residential structure shall be placed on any lot unless its living area has a minimum of one thousand (1,000) square feet of floor area exclusive of porches and garage.

(h) The exterior walls of all residences, garages and outbuildings shall be at least fifty-one per cent (51%) brick, brick veneer, stone, stone veneer, rough cedar, or redwood, and all roofs shall be of the wood-shingle or composition-shingle; provided, however, the Architectural Control Committee may approve variations from such construction requirements in specific cases.

(i) There is hereby specifically reserved to Neal Development Corp., its successors and assigns, and all lot sales shall be subject to a right of way easement upon, across, through, over and under all lands designated on the Plat as easements or as dedicated to public use. The right is hereby reserved at all times to use any of such lands for laying, placing, erecting, constructing, maintaining, repairing, altering, removing, replacing, and operating any and all kinds of pipe, lines, wire, cables, poles, towers, and any other equipment and structures necessary or incidental to the furnishing, supplying, transporting, and transmitting of water, sewage, gas and electric power and all types of communications including, but not limited to, telephone, television and radios, whether or not such services qualify as public utilities. In addition, but not by way of limitation, Neal Development Corp. and the Pine Valley Land and Cattle Company, their successors, assigns and designates shall have the right to drill water well or wells on such easements and to operate and maintain water and sewage systems to serve this subdivision and any

other subdivision served by said company, and to build or plant walls or screens to shelter necessary equipment or structures from the view of the public streets or adjoining lots.

(j) The raising or keeping of hogs, horses, poultry, fowls, or other livestock on any residential lot in the subdivision is strictly prohibited with the exception that no more than two (2) horses together with their offspring under the age of one (1) year may be kept on Lots 1 through 42, inclusive, and lots 98 through 103, inclusive; provided, that on Lots 1 through 42 inclusive, the quarters and area used for such animals may not at any point be closer than one hundred twenty-five (125) feet to any public street, and on lots 98 through 103, inclusive, the quarters and area used for horses may not extend north of the north line of the Gulf Pipe Line Easement which crosses these lots. Buildings used for the keeping of horses must conform to the architectural requirements for the subdivision, must be approved in writing by the Architectural Control Committee, and must be kept in a clean and sanitary condition.

(k) No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lot in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, buildings or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

(l) No sign of any kind shall be displayed to the public view except one sign of not more than five (5) square feet, advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(m) No water well, cistern, or storage tank, either above or below the ground, shall be drilled, dug, placed, or erected in, under, or on any lot. Provided, however, that Neal Development Company or its successors and assigns or designate may drill a water well or wells on any lot or lots or any easement or road right of way it sees fit so long as some or all of the water produced is furnished to lot owners.

(n) No outside privies or toilets will be permitted. Without exception, all houses shall be connected to a central sewage disposal system as it becomes available. All septic tank systems will be required to have a double septic tank, 250 gallon capacity to each tank, a separate 75 gallon grease trap, and at least 150 feet of field line. A detailed layout for each septic tank system must be presented to the Architectural Control Committee and approved by same in writing. The system must further be inspected physically and approved by a member of the Architectural Control Committee or a duly appointed representative, before the system is covered up.

(o) Lots or fractions of lots may be combined to form a single lot, or existing lots may be divided into two (2) or more new lots, just as if originally platted as such on the Plat; provided, that after combination or division, all resulting lots shall have at least seven thousand five hundred (7,500) square feet of area, and all lots shall be at least seventy-five (75) feet wide at the front building line set-back, and shall have at least seventy-five (75) feet frontage on a public street. Side and rear lot lines, and front building set-back lines for lots created by division or reformation shall be the same as if originally platted as such on the Plat. However, no lot or lot line shall be changed, altered, divided, or reformed without the approval in writing of the Architectural Control Committee which shall have the right to disapprove any such change which, in their opinion, would not be in keeping with the arrangement of the remainder of the subdivision. Use of any lot or portion of any lot for a public street, for a public alley, or for an access easement to property outside the subdivision is strictly forbidden except by the written agreement of the Architectural Control Committee.

(p) Each property owner in the subdivision shall be subject to an Annual Maintenance Charge at an initial rate of \$24.00 per year for the purpose of creating a fund to be known as "Freestone-Lakewood Maintenance Fund" and to be paid by each owner of property in the subdivision.

This charge shall be payable to the Freestone-Lakewood Maintenance Fund, Inc., a Texas non-profit corporation, annually in advance of January 1st of each year and shall commence from the date of the sale of the building plot by Neal Development Corp. To secure the payment of this Maintenance Charge, a vendor's lien shall be retained in each Deed from Neal Development Corp., against the residential plot conveyed by any such Deed, which lien shall be reserved in favor of Freestone-

Lakewood Maintenance Fund, Inc., its successors and assigns. The initial amount of the Maintenance Fund shall be \$24.00 per year. The first payment shall be made in advance on the date of closing and shall be prorated for the remainder of the calendar year in which the sale is closed. The amount of the Maintenance charge may be increased by the Board of Directors up to a maximum \$30.00 per year by majority vote of the Directors. Such increase or increases to \$30.00 per year shall be evidenced by an instrument duly executed and acknowledged by a majority of the Directors and placed of record in the Office of the County Clerk. Subsequent adjustment in the amount of the Maintenance Charge in excess of \$30.00 per year shall be recommended by the Directors to the Members, and shall become effective only at such time as 75% of the lots in the subdivision shall have voted in favor of such adjustment.

Any Maintenance Charge not paid when due shall bear interest from the date it became due until paid, at the rate of 10% per annum.

The total fund accumulated from this charge, insofar as the same may be sufficient, shall be applied toward the payment of Maintenance Expenses incurred for any or all of the following purposes in regard to all easements and rights of way dedicated to the public use and use of lot owners and all property owned in fee by Freestone-Lakewood Maintenance Fund, Inc.:

Lighting, improving and maintaining streets, parks, parkways, lakes, bridle paths, esplanades, dams, spillways, launching ramps, docks, and diving platforms; collecting and disposing of garbage, ashes, rubbish and the like; caring for vacant lots; payment of legal and all other expenses incurred in connection with the collection, enforcement and administration of the "Maintenance Fund" and the enforcement of all covenants and restrictions for the subdivision; and doing any other thing necessary or desirable in the opinion of the Trustees of Freestone-Lakewood Maintenance Fund, Inc. to keep the property in the subdivision and property owned by Freestone-Lakewood Maintenance Fund, Inc. neat and in good order, or which they consider of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of the Directors of Freestone-Lakewood MAINTENANCE Fund, Inc., in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

The Directors of Freestone-Lakewood Maintenance Fund, Inc., are authorized to borrow money, without personal liability on the part of the directors, for the purposes of the "Maintenance Fund", giving as security funds then or in the future paid into the "Maintenance Fund".

The Maintenance Charge shall remain effective until January 1, 1980, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that owners of a majority of the square foot area of all residential lots in the subdivision subject to such Maintenance Charge may revoke the Maintenance Charge on January 1, 1980, or at the end of any successive ten year period thereafter, by executing and acknowledging an appropriate agreement or agreements, in writing, for such purpose and filing the same for record in the office of the County Clerk of Freestone County, Texas, at least one (1) year prior to January 1, 1980, or at any time prior to one (1) year preceding the expiration of any successive ten year period thereafter.

The agreement or agreements so executed for this purpose shall be acknowledged by the persons executing the same in the manner as is required for the execution of deeds entitled to be recorded in the County Clerk's office.

The initial Board of Directors of Freestone-Lakewood Maintenance Fund, Inc. shall be composed of ~~G. E. Neal, Sr., G. E. Neal, Jr. and G. E. Neal, III~~ ^{James H. H. Neal, Jr., G. E. Neal, Jr. and G. E. Neal, III}, who shall serve until January 1, 1973, unless all three initial directors resign prior to that time. In case of the resignation, death or incapacity of less than all three initial directors, the remaining director or directors may appoint a substitute director or directors to serve the remainder of said term. The members of Freestone-Lakewood Maintenance Fund, Inc. shall be the owners of lots in Lakewood. Each member shall be entitled to one vote for each lot owned in the subdivision at any meeting of the members. After January 1, 1973, or sooner if all three initial directors resign, the members shall elect three directors annually at the meeting of members and such directors shall be an owner of a lot in the subdivision or an officer of a corporation owning one or more lots in the subdivision.

(g) All lands now owned by Freestone-Lakewood Maintenance Fund, Inc. and all lands hereafter acquired by the corporation shall be subject to all the restrictions herein contained and upon request by Neal Development Corp., its successors and assigns, Freestone-Lakewood Maintenance Fund, Inc. shall grant any and all easements

over lands owned and hereafter acquired necessary or convenient for the building and maintenance of sewage facilities and utilities including water wells and storage.

EXECUTED this ____ day of August, 1970.

NEAL DEVELOPMENT CORP.

By _____
C. E. Neal, Sr., President

ATTEST:

Secretary

THE STATE OF TEXAS ()

COUNTY OF FREESTONE ()

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. E. NEAL, SR., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said NEAL DEVELOPMENT CORP. and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of August, A. D. 1970.

Notary Public in and for Freestone County, Texas

THE STATE OF TEXAS
County of Freestone

I, Henry McCormick, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office on the ____ day of _____, A. D. 19____, at _____ o'clock _____ M., and was duly recorded by me on the ____ day of _____, A. D. 19____, in Vol. _____ Page _____ of the Record of _____ said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in Fairfield, Texas, the day and year last above written.

(L. S.)

HENRY McCORMICK,
Clerk County Court, Freestone County, Texas.
By _____ Deputy