

RESERVATIONS & RESTRICTIONS

OF

SANDBROOK SUBDIVISION
" PHASE IV "

THE STATE OF TEXAS I
 I
COUNTY OF WALKER I

WHEREAS, Eugene M. Poldrack, Inc., is the Developer of that certain subdivision known as SANDBROOK, according to the maps or plats of said subdivision recorded in Volume 1, Page 169 of the Plat Records of Walker County, Texas, and any maps or plats of said subdivision hereafter filed, desiring to create and carry out an organized plan for the improvement, development, and sale of all the numbered lots in SANDBROOK, for the benefit of present and future owners of said property, does hereby adopt and establish the following reservations, restrictions, covenants and easements to apply in the use, occupancy and conveyance of all such numbered lots in SANDBROOK, and each contract or deed which may be executed, delivered and accepted on the following reservations, restrictions, covenants and easements, regardless of whether or not such reservations, restrictions, covenants and easements are set out in full or reference in said contract or deed (the headings being employed for convenience only and shall not be controlling over content).

I.

BUILDING SITE

As used in these restrictions, the term "building site" means all or a part of any one or more numbered lots in SANDBROOK, provided that, in the event lots in any block are re-subdivided, the area of each new lot be not less than five thousand (5,000) square feet, that not more than one residence be erected or constructed upon it and that it be given adequate motorized access either through an easement or directly from the street. Lots in Phase IV may be subdivided in accordance with minimum standards specified by City of Huntsville Ordinance for duplex, fourplex or townhouse construction.

II.

RESIDENTIAL PURPOSES ONLY

No building site shall be used for any purpose except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one single family type dwelling and garage and permitted outbuilding, except where a one bedroom guest or auxiliary apartment can be built, provided that its construction be contiguous to the main house or connected to it by at least a rain protected walkway and that the area of this auxiliary unit not be included in the minimum area requirements for the main house, and except for Phase IV in its entirety where either duplex, fourplex or townhouse construction is allowed.

III.

ARCHITECTURAL CONTROL COMMITTEE

No building or other improvements shall be erected, placed or altered on any building site until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by a majority of the Architectural Control Committee as to the quality of workmanship and type of building materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. The Architectural Control Committee shall consist of three (3) members who are appointed by the Developer, or its nominee. A majority of the committee may designate a representative to act for it. In the event of resignation or impossibility to continue serving of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The committee's approval or disapproval as required herein shall be in writing. If the committee or its designated representative fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the conclusion of the improvements, approval will not be required and the

related covenants shall be deemed to have been fully satisfied.

IV.

MINIMUM SIZE OF DWELLINGS

The minimum heated area per dwelling shall not be less than one thousand (1,000) square feet.

V.

BUILDING LINES

No building shall be located on any building site nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any building site nearer than twenty-five (25) feet to the front lot line, or nearer than twenty (20) feet to any side street lot line or ten (10) feet to the side (interior) lot line. No building shall be located nearer to the rear lot line than the back easement line. Lots without a back easement will have a rear building recess of at least ten (10) feet.

VI.

FACING OF RESIDENCES

Residences on corner lots shall face the street from which the greater building line setback is shown on the recorded plat. This requirement may be waived by the Architectural Control Committee if, in its opinion, the conditions warrant the change.

VII.

EASEMENTS

Easements for installation and maintenance of utilities, access and drainage purpose are reserved as shown and provided for on the recorded plat. No fences, buildings or other permanent structures are allowed on these easements, except for driveways, culverts or foot bridges. Future construction over and across a drainage easement must be approved by the City of Huntsville Planning Commission.

VIII.

NUISANCES PROHIBITED

No noxious or offensive activity shall be permitted upon any building site, nor shall anything be done thereon which may be or become

an annoyance or nuisance to the neighborhood.

IX.

TEMPORARY STRUCTURES PROHIBITED

A structure of a temporary character, including but not limited to mobile homes, trailers, tents, shacks, garages, barns, basements, or other outbuildings shall not be used on any building site at any time as a residence either temporarily or permanently.

X.

SIGNS

No signs of any kind shall be displayed to the public view on any building site except such signs as shall have been approved by the Architectural Control Committee.

XI.

NO MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any building site, nor shall any mineral wells, tanks, tunnels, mineral excavations or shafts be permitted upon any building site. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any building site. Tanks for supply of butane or similar products may be located on the building site provided such products are used exclusively for residential purposes such as heating or cooling of the dwelling. The location and screening of such tanks shall be subject to the approval of the Architectural Control Committee.

XII.

LIVESTOCK

No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site, except that dogs, cats, fowls, or other household or garden pets may be kept if they are not used or maintained for any commercial purposes and provided they do not become a nuisance to the neighborhood.

XIII.

YARD APPEARANCE

All lots shall be kept at all times in a sanitary, healthful and

attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements, incidental to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment, woodpiles or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property. Tool sheds, fences and any other construction or improvement shall be subject to approval by the Architectural Control Committee. No fences will be built on the front of any lot.

XIV.

CONSTRUCTION STANDARDS

All construction must meet the requirements and specifications adopted by the Architectural Control Committee and will be subject to inspection by the City of Huntsville to assure compliance of its standards.

XV.

MAINTENANCE OF VACANT LOTS

Grass, vegetation and weeds on each lot shall be cut as often as may be necessary in order to maintain the same in a neat and attractive appearance. If the owner of any lot fails to do so, the Sandbrook Community Improvement Association may have the same cut, and the owner shall be obligated to pay the cost of such work. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times.

XVI.

FIREARMS

The use or discharge of pistols, rifles, shot guns, or other firearms is expressly prohibited on any part of the property. No hunting of any kind is allowed.

XVII.

PERIOD OF RESTRICTIONS

These reservations, restrictions, covenants and easements are to run with the land and shall be binding on all parties and all persons for a period of ten (10) years from the date this instrument is first recorded, after which time said reservations, restrictions, covenants and easements

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shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the majority of the then owners of the building sites has been recorded agreeing to change, amend or cancel said reservations, restrictions, covenants and easements in whole or in part.

XVIII.

ENFORCEABILITY

The covenants, reservations, easements and restrictions set out herein are for the benefit of any home owner in SANBROOK, and his heirs, executors, administrators and assigns, and the Sandbrook Community Improvement Association. Accordingly, all of the covenants, reservations, easements, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

XIX.

SEVERABILITY

Invalidation of any one or more of these reservations, restrictions, covenants and easements by Judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

XX.

RIGHTS OF MORTGAGEES

Any violation of any of the easements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any building site at the time that the easement, restrictions, reservations or covenant may be violated.

EXECUTED THIS 9th DAY OF FEBRUARY, 1984.

EUGENE M. POLDRACK, INC.

BY: Eugene M. Poldrack
Eugene M. Poldrack, President

ATTEST:

Glenda Ann Poldrack
Glenda Ann Poldrack, Secretary

THE STATE OF TEXAS X
X
COUNTY OF WALKER X

This instrument was acknowledged before me on the 9th day of February, 1984 by EUGENE M. POLDRACK, President of Eugene M. Poldrack, Inc., a Texas Corporation, on behalf of said corporation.

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[Signature]
NOTARY PUBLIC, STATE OF TEXAS

INDEXED FOR RECORD
M 9115 PA M
B/A Deputy

THE STATE OF TEXAS
COUNTY OF WALKER

I, James D. Patton, County Clerk in and for Walker
County, Texas do hereby certify that this instrument
was filed for record in the volume and page of the
instrument and of the time and date as stamped

APR 10 1984

JAMES D. PATTON, CLERK
WALKER COUNTY, TEXAS

RECORDED
APR 17 1984

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