

ACKNOWLEDGMENT OF RESTRICTIONS

LYNWOOD
A RECORDED SUBDIVISION IN MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

THAT, in order to insure to all purchasers of property in the recorded subdivision known as LYNWOOD, out of the Cyrus Wickson Survey A-600, Montgomery County, Texas, that all properties situated therein will be developed and maintained in a uniform manner to the mutual benefit of all owners and future owners thereof, DANNY YELVERTON & TOMMY CLAPP, with offices in Montgomery County, Texas (hereinafter sometimes called "Seller"), the present owner of all of said properties, acting herein by and through its duly authorized officer, does hereby ADOPT, ESTABLISH and IMPOSE the following reservations, restrictions, covenants and conditions upon said properties which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the present owners, their respective successors and assigns, and to each and every purchaser of any of said properties, their respective heirs, legal representatives, successors and assigns, to-wit:

- (1) All lots in LYNWOOD shall be used for residential purposes only. No noxious or offensive trades or activities shall be conducted on any of the lots in said development, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in the area. No lot shall be used or occupied for any vicious or immoral purpose, not for any use or purpose in violation of the laws of the local, state or federal governments. No animals shall be raised or maintained on the property in such manner as with such lack of care as to cause offensive odors or noises or so as to otherwise be a nuisance or annoyance to persons of ordinary sensitivity; nor shall animals be raised or maintained for commercial exploitation.
- (2) No trash, manure, garbage, or debris of any kind shall be dumped or permitted to accumulate on any lot. No junk or wrecked automobiles shall be permitted to remain on any lot.
- (3) No advertisements, bullboards, advertising structures or signs (except for bona fide signs advertising the sale of a particular lot or lots in this development) shall be erected or maintained on any residential lot in LYNWOOD.
- (4) No timber or iron ore shall be cut, sold or removed from those residential lots on which DANNY YELVERTON & TOMMY CLAPP has a purchase money lien; however, this restriction does not prohibit purchasers of lots in this development from selectively clearing same, nor does it prohibit the clearing of timber from a proposed building site situation upon said lot.

(5) No lots or lot in LYNWOOD shall be resubdivided in any manner except as follows:

Any person owning one lot or two or more adjoining lots may subdivide or consolidate such lot or lots into building sites, with the privilege of placing or constructing improvements on each such resulting building site, provided any such re-subdivision or consolidation from such re-subdivision shall have a land area of not less than one (1) acre of land.

(6) No residence shall be built or maintained on any lot in said development having less than one thousand six hundred (1,600) square feet of living area, exclusive of garages and open porches. Residences shall be built at least fifty (50) feet from the right of way line of the roadway on which the lot fronts, and in this connection, a corner lot is deemed to front on the right of way adjacent to the lot line having the shortest dimension. Residences shall be built at least twenty (20) feet from side lot lines and rear lot lines. The exterior of each residence shall be finished and shall consist of at least fifty-one (51%) per cent brick and, if of a material other than brick, stone, or other material not commonly decorated or painted, shall be painted with at least two coats of paint. No tent, trailer, bus, mobile home, basement, shack, barn, portable structure, or other outbuildings shall at any time be used as a residence, either temporarily or permanently. All outbuildings shall be located to the rear of the residence except that garages may be attached to the residence. Purchaser shall submit to and obtain approval by Seller of any plans and specifications for primary or secondary buildings, before commencement of work, to determine architectural suitability and conformity with restrictions. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality of materials, harmony of external design with existing and proposed structures and location with respect to topography and finished grade elevation. Should Seller not disapprove plans so submitted within twenty (20) days from submission, such plans will be deemed to have been approved. When construction of any improvement is begun, it shall be completed with reasonable diligence and no construction material or equipment shall be stored on the property except as construction is begun and continued with reasonable diligence. In this connection, it is agreed and understood that the erection of the exterior portion of any residence shall be completed on or before twelve (12) months from the inception date of construction. Only one main residence and one secondary residence (for guests or servants) shall ever be built or maintained on any lot or building site. The moving of used buildings onto any building site in the development is prohibited unless such building is first inspected and approved in writing by Seller herein. This right of inspection and right to approve plans may be delegated to a successor by written recorded instrument; such successor may be a person, persons, corporation or civic club.

(7) No privy, cesspool or outdoor toilets shall be placed or maintained on any part of the property in LYNWOOD and all indoor toilets and baths shall be installed with and connected to a septic tank and drain field, the design of which must first be approved by all state, county or city health authorities having jurisdiction over such matters before construction commences. The drainage of septic tanks or sewerage into roads, streets, and alleys, ditches, ravines, or upon the open ground shall be prohibited and such prohibitions shall be enforceable as any other violation of these restrictions by any resident in the development or by public body. The purchaser of a lot in said development shall, upon constructing any residence upon his lot, or any person making use of his lot, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property and shall fill in sufficient dirt over and around same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch. The minimum size of the culvert shall be eighteen inches in diameter with not less than a 1.7 square foot waterway opening. The design of water well systems must first be approved by all state, county or city health authorities having jurisdiction over such matters before water well drilling commences.

(8) No road, street or other vehicular passageway shall be opened through any lot in this development except as may be deemed reasonably necessary by the Seller, its successors or assigns, for the good development of this subdivision.

(9) All lots in said subdivision shall be are sold subject to easements for public utilities as may be already existing or as may become reasonably necessary for the Seller, its successors or assigns, to create in the future, right to do so being hereby reserved, so as to permit good development of the subdivision and provide the necessary utilities.

(10) The Seller or any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity against any person violating or attempting to violate any of these covenants or restrictions, and either prevent such person or persons, from so doing by prohibitive or mandatory injunction, and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions, or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all of such other provisions shall remain in full force and effect.

(11) Barbed-wire fencing facing a street will not be allowed; any fence that faces a street must be of wood construction.

(12) No hogs, goats or other animals other than two cows or horses per acre will be allowed on this property other than regular household pets, such as dogs, cats and birds.

DATE: _____

Seller _____ Danny Yelverton

Seller _____ Tommy Clapp

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared DANNY YELVERTON & TOMMY CLAPP known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1994.

Notary Public in and for
Montgomery County, Texas