

RESTRICTIONS

RESTRICTIONS FOR CAMPBELL WOOD SUBDIVISION, A PART OF THE CITY OF LIVINGSTON, TEXAS, AS THE SAME IS SHOWN BY PLAT OF RECORD IN THE COUNTY CLERK'S OFFICE, IN VOLUME 8, PAGE 38, PLAT RECORDS OF POLK COUNTY, TEXAS.

3573

STATE OF TEXAS
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS:

THAT CAMPBELL WOOD, LTD., A Partnership, with its principal office at 303 N. Jackson, Livingston, Texas, 77351, hereinafter called "DEVELOPER", being the sole owner of 20.06 acres of land on the M. L. CHOATE LEAGUE, A-15, in Polk County, Texas, being a part of the same land described in that certain Deed of record in Volume 162, Page 237, Deed Records of Polk County, Texas, and more particularly described as follows:

BEING 20.06 acres out of a 27.6 acre tract of land situated on the M.L. Choate League and being described as "Tract 1" in that certain Partition Deed between Carrie C. Willis, et vir and F. Campbell, being set aside to the said Carrie C. Willis, and of record in Vol. 162, Page 237, Deed Records of Polk County, Texas, and said 27 acres being described as follows:

BEGINNING at a stake set in the center of the old Livingston to Woodville Public Road, for the N.E. corner of that certain 69 1/3 acres of land which was surveyed for Mrs. M. K. Campbell as the same is shown of record in Vol. 125, Page 196, of the Polk County Deed Records;

THENCE South with the east line of said 69 1/3 acre tract 1111 feet to a stake for corner in the North right of way line of Highway No.190;

THENCE with said right of way line as follows: S 83° 52 min. W. 776'; S 86½ W 100'; S 88° 35' W 100'; N 85 W. 100'; N 81 W. 157' N 72° 20' W 100'; N 76W 100'; and N. 81 W 134.3' to a stake for corner in the center of said old Livingston to Woodville Public Road;

THENCE with the center of said road as follows: N 35½ E. 488.8' N 58½ E 600'; and N 65½ E 940' to the PLACE OF BEGINNING and containing 27.6 acres of land.

AND WHEREAS, Developer has set aside a portion thereof for a private residential subdivision to be known as CAMPBELL WOOD, as the same is shown by Plat of Record in Vol. 8, Page 38, Plat Records of Polk County, Texas, which plat and its recordation reference is here made for all pertinent purposes, and in conjunction therewith, do hereby establish, adopt and

promulgate the conditions, covenants, warranties and restrictions as to the ownership and the use thereof, which shall be applicable to and run with the land, hereby binding owners thereof, their heirs and assigns, and all purchasers of lots situated within said subdivision, as is hereinafter set out.

PART A - PREAMBLE:

This Subdivision to be known as CAMPBELL WOOD shall be maintained as a private residential subdivision in which owners of various lots may be protected in the enjoyment of their property and the use of the other developments thereon. The covenants have been promulgated with the viewpoint to allowing a maximum of activities while assuring the purchaser of lots therein safeguards as to appearances, sanitation and maximum protection of the other rights and the assumption of the responsibilities hereinafter set out.

PART B - AREA OF APPLICATION:

B-1 FULLY-PROTECTED RESIDENTIAL AREA:

The residential area covenants in Part C in their entirety shall apply to the entirety of Lots 1 thru 44 - CAMPBELL WOOD.

PART C - RESIDENTIAL AREA COVENANT:

C-1 LAND USE AND BUILDING TYPE

(a) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height and a private garage for not more than two cars, and no MOBILE HOMES shall be permitted.

(b) No lot shall be used for storage of any materials except that required for construction of authorized building, which materials shall be used or removed within a reasonable length of time.

(c) No boat, trailer, or equipment shall be parked in front of building line of any lot. No boat, trailer, equipment machinery, or any type of recreational vehicle including motor homes or house trailers, shall be parked on any street for a period exceeding twenty four (24) hours, unless being used by Developer to improve or further develop said subdivision.

(d) All purchasers of lots, their heirs and assigns, agree to keep the property purchased mowed and cleaned and if this is not done, the Developer may, without notice and without liability for any type of damages, clean the lot and mow the grass and weeds and charge the Purchasers or other subsequent owners of the property the cost of mowing and cleaning their said lots.

C-2 ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and the plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum set back line unless similarly approved. Approval shall be as provided in Part D.

C-3 DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than FIFTY THOUSAND (\$50,000.00) DOLLARS, based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purposes of the covenants to assure that all dwellings shall be of a quality of workmanship and material

substantially the same or better than that which can be purchased on the date these covenants are recorded at the minimum costs stated herein, for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one story open porches and garages, shall be not less than 1200 square feet, for a one-story dwelling, not less than 2000 square feet for a dwelling of more than one-story. No building shall be built with metal or roll roofing and all buildings shall meet Federal Housing Authority minimum building standards.

C-4 BUILDING LOCATION

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 15 feet to the front lot line or nearer than 5 feet to any side street.

(b) No building shall be located nearer than 5 feet to an interior front line, except that no side yard shall be required for a garage or permitted accessory building located 5 feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

(c) No building shall be constructed facing Old Woodville Road or Highway 190, without the written permission of Developer.

(d) No fence, wall, hedge, or detached improvement shall be erected, grown or maintained on any part of any lot in front of building line.

(e) For purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot.

(f) With written approval of the Architectural Control Committee, a one-story attached garage may be located nearer to a street than above provided, but not nearer than 31 feet to any street line where the natural elevation of the lot along the established minimum building set back line is more than either 8 feet above or 4 feet below the established roadway level along the abutting street and where in the opinion of said Committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other property. Further more and under similar conditions and approvals, a dwelling may be located nearer to a street than the above provided, but not nearer than 10 feet to any street line.

C-5 EASEMENTS

Easements or installations and maintenance of utilities and drainage facilities are reserved over the rear 5 feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage channels in the easement, or which may obstruct or retard the flow of water through the drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

C-6 NUISANCES

No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-7 TEMPORARY STRUCTURES

No structure of a temporary character, trail or basement tent, shack, garage, barn or other out building shall be placed on any lot at any time.

C-8 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by builders advertising the property during the construction or sales period, without the written consent of Developer. Developer may remove any sign violating this provision without consent of land owner and without any liability.

C-9 OIL AND MINING OPERATIONS

No oil drilling, oil development operation, oil refining quarring or mining operation of any kind shall be permitted upon or on any lot or shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-10 LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes, or let run at large.

C-11 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

C-12 WATER SUPPLY

No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards and recommendation of the Texas State Department of Health. Approval of such systems as installed shall be obtained from such authority and the City of Livingston.

C-13 SEWAGE DISPOSAL

No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Texas State Department of Health and the City of Livingston. Approval of such system as installed shall be obtained from both of such authorities.

PART D - ARCHITECTURAL CONTROL COMMITTEE:

D-1 MEMBERSHIP

The Architectural Control Committee is composed of Robert C. Willis, Charles R. Wadle and Susan W. Wadle. A majority of the Committee may designate a representative to act for it. In the event of death or resignation 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. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

D-2 PROCEDURE

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 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 completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E - GENERAL PROVISIONS:

E-1 TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2 ENFORCEMENT

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 to recover damages.

E-3 SEVERABILITY

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

WITNESS the hand of CAMPBELL WOOD, LTD., this the 2nd day of May, 1982.

CAMPBELL WOOD, LTD.
By Charles R. Wadle
CHARLES R. WADLE,
General Partner

STATE OF TEXAS
COUNTY OF POLK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Charles R. Wadle known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of May, 1982.



Jay Alston
Notary Public in and for Polk County,
Texas

THE STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 3rd day of May, 1982, at 12:55 o'clock P.M. and was this day duly recorded at 8:25 o'clock A.M. in Vol. 411 Pages 705 et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 11th day of May, 1982



ALINE STEPHENSON
Clerk, County Court, Polk County, Texas
By June Grimes Deputy
JUNE GRIMES