

84897

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRINITY

THAT, C. BERT DICKENS, THE OWNER OF DEERWOOD SUBDIVISION, AS SHOWN BY THE PLAT DULY RECORDED IN THE PLAT RECORDS OF THE COUNTY CLERKS OFFICE OF TRINITY COUNTY, TEXAS, DOES HEREBY ACKNOWLEDGE, DECLARE AND ADOPT THE FOLLOWING RESTRICTIONS, WHICH ARE HEREBY IMPRESSED ON THE PROPERTY COVERED HEREBY AND THESE RESTRICTIONS AND COVENANTS SHALL RUN WITH THE LAND.

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of this subdivision against such improper use of lots (or tracts) as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection and placement of attractive homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free space between structures; and in general to provide adequately for a high type of quality of improvements in said property. The undersigned shall have the right to amend the restrictions herein, up until fifty percent (50%) of the lots in the subdivision have been sold.
2. All lots hereunder are restricted to use for single family residential purposes only or business of such nature and so conducted that it does not unduly conflict with the residential nature of the subdivision and further has been expressly approved by the undersigned. No lot shall have timber, sand, gravel or other material removed except with the consent of the undersigned.
3. The minimum size of any residential building or mobile home shall be 800 square feet of living area, exclusive of porches, garages, carports or patios. Mobile homes must be no older than five (5) years of age when placed on the property and must have underskirting within 90 days of being placed on the property. Structures shall not be more than two (2) stories high and shall be a minimum of 25 feet from the front lot line and a minimum of 10 feet from all other lot lines, except the Lake Livingston lot line, which shall not have a set back. No building, fence, mobile home, or other structure shall be placed or erected on any lot until two (2) copies of the plans and specifications, location of proposed placement of same, and any other information pertinent has been submitted to the architectural control committee and approval in writing has been granted to the property owner. Upon approval of the plans, property owner shall have nine (9) months from the commencement date of construction to have the structure "dried in". That is to say, the exterior shall be completed and finished, including roof, doors, windows, paint and/or stain on all surfaces. Deviation from these construction requirements shall require a waiver from the undersigned. *Double Wide Only*
4. Fences shall be permitted to extend to lot lines, but shall not impair easements. Each lot shall have a front lot line, which shall be the street lot line; all other lot lines shall be side lot lines, except if a lot has two (2) sides fronting on any street, then one (1) shall be the front lot line, all others side lot lines.
5. No firearms may be discharged in the subdivision. Dogs and cats shall be allowed but limited to two (2) each per household. Livestock such as cattle and horses are allowed on all lots except waterfront lots, but must be kept in a fenced area. Hogs, pigs, sheep and goats will only be allowed while being raised for 4-H or FFA purposes and must be kept in an enclosed area and not more than two (2) per property owner.
6. Camping is permitted on all lots. Camping may be in travel trailers, motor homes, camper

7. It being the intent of the Developer to provide access to water service through Oak Ridge Water Company or its heir, according to its normal operating procedures, it is therefore not permitted for any lot to have an individual water well unless by express written consent of the undersigned.

8. No natural drainage in the subdivision may be altered nor culverts or ditch placed in such a manner as to impede the free flow of water according to its natural course and in accordance with road construction as approved by the Trinity County Commissioner's Court.

9. No outside toilets may be erected or used on any lot in the subdivision. All septic systems or other private sewage disposal systems shall be in conformity with the requirements and specifications of the Texas Health Department, Trinity River Authority and/or the County of Trinity and shall obtain a permit from the authority with paramount jurisdiction on the lot where the proposed system is to be located.

10. Garbage, rubbish or trash may not be dumped on any lot or any portion thereof and all lots shall be kept free of trash or debris. It shall be the responsibility of the individual lot owners to dispose of any and all garbage or trash that they may have by contract with a private service. Failure to do so, will entitle the undersigned to enter onto the lot where a violation exists and remove the garbage, trash or debris by any means necessary. The cost and expense of such removal shall be secured by a lien which may be placed on the property with the County Clerk of Trinity County by presenting a certificate attesting and certifying to the amount.

11. Easements shall be established for the purpose of public services within the subdivision. Utility easements of ten (10) (unless otherwise shown on the plat) along all streets and ten (10) feet along all side property lines are hereby established and reserved and the undersigned shall have the right to sign all such easements for any public services including but not limited to water, electricity and telephone service.

12. (A) An assessment of \$100.00 per lot per year is hereby made on each lot in the Subdivision, that has been sold to an individual property owner. This maintenance fee shall not apply to the original developer, C. Bert Dickens, or such heir or assign who takes title from C. Bert Dickens to the remaining unsold tracts in their entirety at any given time. This assessment shall be due January 1, of each year and shall begin accruing the 1st day of the month following the purchase date of a lot. This assessment shall be secured by a lien filed on the respective lot or lots with the Trinity County Clerk's office in the event of non-payment. Said assessment shall be paid to the Deerwood Subdivision and shall remain the same amount until such time as 50% of the lots in the subdivision have been sold. At that time, the property owners will form an association to collect maintenance fees, accept ownership of platted roads and oversee the expenditures of the maintenance fees for road maintenance or other such application as they see fit. The property owners association may then elect officers and may at its discretion by majority vote of its Board of Directors, vote to raise or lower the maintenance fees, and/or appoint the Architectural Control Committee (see #1).

12. (B) In consideration of the fact that Deerwood Subdivision and White Rock Estates Subdivision have joint use of the street in White Rock Estates called Davis Drive, it is therefore established that Deerwood Subdivision Property Owners (hereinafter referred to as Deerwood) shall adhere to the following points as guidelines to facilitate joint maintenance and upkeep on that portion and that portion only, of Davis Drive necessary to travel from FM 356 to the entrance of Deerwood Subdivision:

1 - Deerwood Subdivision shall collect from all property owners who pay maintenance fees the appropriate total. Deerwood Subdivision shall then keep a running total of said fees, holding in abeyance one half (1/2) of the total collected each year, to be reserved for the maintenance and upkeep of the above described portion of Davis Drive, under the following conditions.

2 - The total contribution from Deerwood shall be a maximum of \$1,000.00 (one thousand dollars) per year, with the minimum being determined by how many maintenance fee paying property owners Deerwood has, example - \$100.00 per year maintenance fee for each tract, 10 sold tracts X \$50.00 per year = \$500.00 per year. This dollar amount may accrue for no more than two (2) calendar years at any one time. That is to say, fees collected in a given calendar year must be spent on Davis Drive by the 31st day of December of the following year. If the amount is not spent on appropriate road repairs or maintenance according to this formula,

then the full dollar amount or whatever is determined to be unspent shall revert to the general maintenance fund for Deerwood Subdivision, and there shall be no obligation for these funds to be re-allocated for Davis Drive work.

3 - Maintenance fees for Davis Drive shall accrue and be funded according to this formula on an on going, year by year basis with one additional provision and condition.

4 - Any money contributed by Deerwood and spent on Davis Drive must be for that portion previously described only, and it must be matched dollar for dollar by White Rock Estates Subdivision. Appropriate invoices and contractor's statements as well as visual inspection of said work must be approved and conducted by a representative of Deerwood.

13. Lots may not be used as streets or thoroughfares without the written consent of the undersigned.

14. One "For Sale" sign per lot is permitted, so long as it is neat in appearance and no more that 24" X 36" in size.

15. Neither the undersigned, nor the Architectural Control Committee or its members shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce these restrictions.

16. Notwithstanding anything contained within these restrictions to the contrary, the Texas Veterans Land Board shall be entitled to sever a part of the tract for a homesite. Also, the restrictions will not be construed as to assess the Veterans Land Board of the State of Texas. Any assessments are the personal obligation of the veteran purchaser, his successors, heirs and assigns. Any lien imposed by these restrictions does not affect the Veterans Land Board's interest in the property.

17. Invalidation of any one or more of these covenants and restrictions by judgement of any court shall not affect any of the other covenants, restrictions, and provisions herein which shall remain in full force and effect.

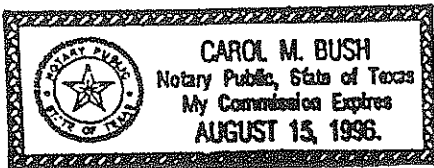
WITNESS MY HAND THIS 9TH DAY OF DECEMBER, 1995.

C. Bert Dickens
C. BERT DICKENS

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 9th of December, 1995.

Carol M. Bush
Notary Public in and for Harris County



FILED
at 11:10 o'clock A.M.

JAN 3 1996

ELAINE INGRAM LOCKHART
COUNTY CLERK, TRINITY CO., TEXAS
By *Cody Shewchen* Deputy

THE STATE OF TEXAS }
COUNTY OF TRINITY }

I, Elaine Ingram Lockhart, Clerk of the County Court in and for said county, do hereby certify that the annexed and foregoing instrument of writing with its certificate of authentication, was filed for record in my office 3rd day of January, 1996, at 11:10 o'clock A M., and recorded the 3rd day of January, 1996, at 11:55 o'clock A M., in Official Record of said County in Vol. 574 on page 214. Witness my hand and the seal of the County Court at office in Groveton, Texas, the day and year last above written.



Elaine Ingram Lockhart
County Clerk Court, Trinity County, Texas
By *Cody Shewchen* Deputy