

DECLARATIONS, COVENANTS AND RESTRICTIONS

for

Valley View

STATE OF TEXAS
COUNTY OF WASHINGTON

Know All Men By These Presents:

Declaration of Covenants, Conditions and Restrictions ("The Restrictions") are hereby made by Walter M Dobrinen, Jr (Brad) and Tammy Dobrinen ("Declarants")

Whereas, Declarants are the owners of tracts 1-9 of Valley View being a platted subdivision, situated in Washington County, TX, out of the A. Lawrence Survey, Abst. 74, and being a portion of the 113.636 acre tract conveyed to W. E. Whiddon by deed dated June 30, 1975, and recorded in Volume 337, Page 252, and the 0.397 acre tract conveyed to W.E. Whiddon by Tom Jankowiak by deed dated June 18, 1975, and recorded in Volume 337, page 265, Washington County Deed Records, Washington County, TX.

Now, Therefore, Declarants hereby declare that the property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the heritage, value and desirability of, and which shall constitute covenants running with the land, and shall be binding on all parties having any right, title or interest in the Property, or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Declarants and the Owners.

Section I
References

1. **Declarants** shall mean and refer to Walter M (Brad), JR and Tammy Dobrinen and their heirs, successors or assigns (whether immediate or remote) as successor developer of all or a substantial portion of the property, but shall not include any purchaser of one or more parcels of the property in separate tracts. For the purpose of this declaration, developed parcel shall mean a parcel of land subdivided out of the Property.
2. **Owner or Owners** shall mean and refer to the record owner(s), whether one or more persons or entities, of a fee simple title to any of the property including contract sellers, but

excluding those having such interest merely as security for the performance of an obligation.

3. **Parcel** shall mean and refer to any parcel of land sold by the Declarants.
4. **Property** shall mean and refer to (a) that certain real property first herein described, and (b) such additions thereto as may hereafter be made subject to this declaration of covenants, condition and restrictions or any subsequent amendment.
5. **Tract** shall mean and refer to any parcel of land surveyed and sold by the Declarants.

Section 2 Restrictions and Architectural Control

Construction of Improvements: Each tract/parcel shall be used for single-family residence purposes and improvements. Agricultural use defined hereafter.

1. The main residence shall be a single-family residential dwelling not to exceed two stories in height, a private garage for not more than three vehicles, along with other structures including, but not limited to, guest quarters, shall be constructed by conventional constructed methods and with conventional materials. Other structures shall not exceed the main residence in height and the design of the other structures shall be consistent with the main residence.
2. Only one permanent residence shall be constructed or permitted on each tract, home site or separate parcel of land.
3. Barns, sheds and storage buildings and other structures are allowed. A barn may include one apartment for guest quarters. All such buildings shall be built using conventional construction methods. Manufactured, and/or mobile homes and recreational vehicles used as a primary residence are prohibited.
4. **Exterior Materials:** The exterior materials of the main residential structure and any attached or detached garage, guest house or other structure shall be constructed of stone, stucco, log, hards-plank, cedar or other wood siding. Note: If any metal structure is desired to be built, all plans, designs, styles, colors, etc. must be approved by Declarants or their nominee.
5. The living area of the primary residential (exclusive of outbuildings, guest homes, porches, garages and servants' quarters) shall not be less than one thousand two hundred (1500) square feet. W.D.S.C.
10/1/12
two five 212121
6. No building or other improvements shall be located within the setback lines designated on the recorded plat for each parcel.
7. No structure of a temporary character such as mobile homes, trailers, tents, shacks, garages, barns or other outbuildings shall be used on any parcel at any time as a

- primary residence. Temporary structures may be used as building offices and should be inconspicuous and shall be removed immediately after completion of construction.
8. No boat trailers, travel trailers, automobiles, campers or vehicles of any kind shall be semi-permanently or permanently stored on Marshall Ln easement or Pawlak Lane or any personal driveways. Storage of such items and vehicles must be screened from the public view either in garage or behind a fence which encloses the rear of the parcel. No inoperable boat, boat trailers, travel trailers, automobiles, campers or vehicles of any kind shall be permanently or semi-permanently stored on any parcel/tract.
 9. No building material of any kind or character shall be placed in the easements or roads, it being distinctly understood and agreed that all building materials to be used in the construction of buildings in said subdivision shall be placed within the property lines of the premises to which the delivery is made.
 10. No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition.
 11. All fencing, culvert sizes and access road entrances shall be approved in writing Declarants or their nominee.
 12. **Parcel Maintenance:** The owner or occupants of any and all parcels/tracts shall at all times keep all weeds and grass cut in a sanitary, attractive manner and shall at no time use said parcel/tract for storage of rubbish or material and/or equipment, except for normal residential requirements or incidentals during construction of improvements. The accumulation of garbage, trash or rubbish of any kind is prohibited, including burning illegally.
 1. In the event of default on the part of the owner or occupant, in observing the above requirements or any of them, such default continuing after ten days written notice thereof, Declarant, or its assigns, may without liability to the owner or occupant, but being without any duty to so do in trespass or otherwise, enter upon said parcel, cut or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do anything necessary to secure compliance with these restrictions and to place said parcel in a neat, attractive and sanitary condition and may charge the owner or occupant of such parcel for the cost of such work. The owner or occupant as the case may be agrees by the purchase or occupation of the parcel to pay such statement immediately upon receipt thereof. Any unpaid amount shall bear interest at 10% per annum and shall create a Vendors Lien on such property where the work is performed until paid in full. Each parcel must be shredded at least two times per year.
 13. **Agricultural Use:** One horse or one cow/calf or two calves or goats per acre shall be allowed. Small animal projects for 4-H or FFA shall be allowed for rabbits, lambs, goats or broilers. No swine shall be allowed on any lot in the subdivision. No lot may be used for poultry or fowl breeding and/or raising.

14. **Domestic pets:** Dogs, cats and other domesticated common household pets shall be permitted; however, owner will be responsible for containment so as not to disturb and roam freely upon others property and land. Pets may be bred but not for commercial purposes or a home-based business. All owners of any pet(s) requiring rabies vaccines must comply with state regulations. Exotic pets are prohibited in accordance with Washington County regulations.
15. **Consolidation of Tracts/Parcels:** Any owner of one or more adjoining tracts/parcels wishing to consolidate such parcels in one single family residence building site, may utilize this privilege, bearing the cost of consolidation through a registered land surveyor. The placement of construction improvements on the resulting tract/parcel, with declared front, side and rear setback lines being measured and placed on the new tract/parcel boundaries, rather than from the singular parcel lines.
16. **Mineral Operation:** No oil, gas or mineral rights are covered. Therefore, there shall be no oil, gas or other mineral operations of any kind conducted or permitted upon or in any parcel/tract. No wells (excluding water wells), tanks, tunnels, mineral excavation or shafts shall be conducted or permitted upon or in any parcel/tract. No derrick or other structures designed for the use of boring for oil or natural gas will be erected, maintained or permitted upon any parcel/tract.
17. **Prohibited Trades and Offensive Activities:** There shall be no retail, industrial, multifamily construction, office building or mixed-use commercial construction on any parcel. Noxious or offensive activities of any sort including loud noises or anything done on any parcel that may be or become annoyance or a nuisance to the neighborhood shall not be permitted. While a home office is permitted, a home-based business is not. Declarants reserve the right to review and approve in writing in advance of the operation of same, the type or character of business to be conducted on any tract on which a business may be conducted under the terms hereof; and no improvements for business use shall be constructed on any tract except with the prior approval in writing of proposed plans, plot plans and specifications therefore by Declarants or their nominee.
18. **Re-Subdividing:** is exclusively allowed to Declarants. A parcel owner may not subdivide a parcel/tract.
19. **Screening:** The drying of clothes in public view is prohibited. All yard equipment, wood piles or storage piles shall be screened from the public view and maintained in a neat and orderly manner so as to conceal stored items from public view or neighboring parcels, streets or other property.
20. **Septic Systems:** shall be constructed installed and maintained in accordance with the specifications established from the laws of the State of Texas and the rules and regulations of Washington County, TX.
21. **Signs, Billboards and Advertisements:** No signs, billboards, posters or advertising devices of any kind shall be placed, maintained or displayed to the public view of any

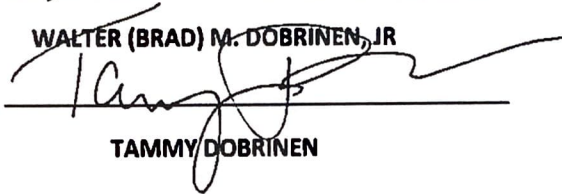
parcel, provided however, that Declarants, or their successors, upon such portions of the property as the Declarants may determine, such facilities as in its sole discretion may be necessary or convenient, including but without limitation to offices, storage areas, model units and signs. For sale signs may be placed on property for necessary term.

22. **Tower Placement:** Placement of microwave towers, cellular communications towers and ham operator communication towers are strictly prohibited.
23. **Water Wells:** shall be drilled and maintained in accordance with the laws of the state of Texas and the rules and regulations of Washington County, TX
24. **Maintenance Fee:** A fee of \$200.00 per tract shall be levied and collected each year from each owner for maintenance of easement and road and subdivision sign which fee shall be due and payable not later than January 1 of each year to Declarants or their successors or assigns, and shall be considered delinquent on January 31, bearing interest at the rate of 10% per annum; and shall be secured by a lien upon lot for which it is due. The maximum maintenance charge may increased only by the annual rate of inflation as determined by official U.S. Government figures.
25. **Enforcements:** All restrictions, conditions, covenants, reservations, lien and charges now and hereafter imposed by the provisions of this declaration shall run with the land. The association if formed, any owner, or the Declarants shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now are hereafter imposed by the provisions of the declaration. Failure by the association, the declaration, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
26. **Amendment:** The covenants and restrictions of this declaration shall run with and bind the land for a term of 10 years from the date this declaration is recorded. These restrictions shall thereafter automatically be renewed for two successive renewal periods of 10 years until the owners of 51% of the lots in the subdivision by written declaration, signed, acknowledged, and recorded in the official records of Washington County, Texas declare that these restrictions are terminated an of no further force or effect. The covenants and restriction that bind the land may be amended by vote of 90% of the owners of lots in the subdivision after the initial term of 10 years and of which all lots have been sold. A property owner may not cast more than one vote regarding the amendment of these restrictions, regardless of the number of lots, the person owns. If more than one person owns an interest in a lot, the owners may cast only one vote regarding the amendment of these restrictions for that lot. A person may not vote regarding the amendment of these restrictions if the person has an interest in a lot only by virtue of being a lien holder.

Declarant's Acknowledgement



WALTER (BRAD) M. DOBRINEN, JR

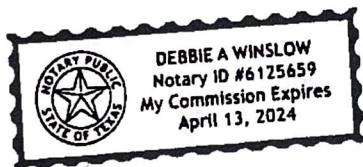


TAMMY DOBRINEN

THE STATE OF TEXAS §

COUNTY OF WASHINGTON §

This instrument was acknowledged before me by Walter (Brad) M. Obrinen, Jr. this 28th day of January, 2021.

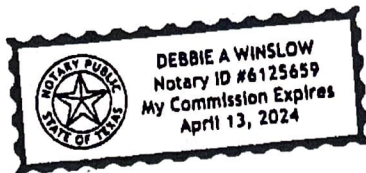


Notary Public State of Texas

THE STATE OF Texas §

COUNTY OF Washington §

This instrument was acknowledged before me by Tammy Obrinen, this 28th day of January, 2021.



Notary Public