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DECLARATION	OF RESTRICTIVE	COVENANTS
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8 Pages

Parties:

REPUBLIC DETALING INC ET AL

to

MAPLES LAKE HAWKINS PHASE 1

FILED AND RECORDED - REAL RECORDS	CLERKS NOTES
On: 06/07/2013 at 11:19 AM	
Document Number: 2013-00006558	
Receipt No: 209466	
Amount: \$ 40.00	
Kelley Price, County Clerk Wood County, Texas	



STATE OF TEXAS COUNTY OF WOOD

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the named records of Wood County, Texas.

Kelley Price , County Clerk

Recorded	By:	Dachelle	Haggerty	, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Record and Return To:

REPUBLIC DETAILING INC PO BOX 1599

HAWKINS, TX 75765



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THE MAPLES AT LAKE HAWKINS Phase 1

THE STATE OF TEXAS COUNTY OF WOOD

This Declaration, made on the date hereinafter set forth by Republic Detailing Inc., a Texas Corporation, hereinafter referred to as "Developer".

RECITALS:

- A. Developer is the owner of those certain tracts or parcels land situated in the L. G. Powers Survey, A-457 and M. A. Esparcia, A-183 containing approximately 10 acres of land to be known as THE MAPLES AT LAKE HAWKINS PHASE 1 (the "Subdivision"), The Plat of THE MAPLES AT LAKE HAWKINS PHASE 1 was recorded in the office of the County Clerk of Wood County, Texas on the 7th day of 12.2. 2013, after having been approved as provided by law, and being recorded in Plat or Map Record of Wood County, Texas.
- B. Developer desires to provide for the preservation of values and amenities of the properties situated within the Subdivision and to this end, desires to establish and carry out a uniform plan of development for the Subdivision and subject each lot or tract and pier permit areas therein to the various covenants, conditions and restrictions set forth in the Declaration.

NOW, THEREFORE, Developer hereby declares, establishes, and adopts the covenants, restrictions, reservations, and conditions set forth below (herein called "Restrictions"), which Restrictions shall be applicable to the ownership, use, development, improvement and sale of each Lot in the Subdivision and any contract, deed or other instrument covering any Lot within the subdivision shall be conclusively held to have been executed, delivered and accepted subject to these Restrictions, regardless of whether or not these Restrictions are set out in or incorporated by reference in any such contract, deed or other instrument, to the extent as if fully set forth therein, and each of these Restrictions shall be considered a covenant running with the land and shall inure to benefit of the Developer, its successors and assigns, and all subsequent owners of any Lot within the Subdivision, their respective heirs, legal representatives, successors and assigns.

ARTICLE 1 DEFINITIONS

As used in these Restrictions, the terms set forth below shall have the meanings indicated:

Section 1.01 "Developer" shall mean and refer to Republic Detailing Inc. a Texas Corporation, its successors and assigns.

Section 1.02 "Approval by Developer" shall mean approved by Dana Roberts, successors and assigns.

Section 1.03 "Lot" shall mean and refer to any tract or plot of land identified as a Lot on the Plat of the Subdivision.

Section 1.04 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers (a seller under a Contract for Deed), but excluding any party having an interest merely a security for the performance of an obligation.

Section 1.05 "Plat" shall mean and refer to the final plat of The Maples at Lake Hawkins Phase 1 Subdivision filed or to be filed in the County Clerk's Office of Wood County, Texas, and any recorded replat or amendments thereto.

Section 1.06 "Subdivision" shall mean all of the Lots and land forming a part of the Subdivision as shown on the Plat of THE MAPLES AT LAKE HAWKINS PHASE 1.

Section 1.07 "Hazardous Materials" shall mean any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976 (42U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated hereunder and any other substance which by any government requirement requires special handling in its collection, storage, treatment, or disposal.

ARTICLE II RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Plat of the Property. The Plat of the Subdivision dedicates for use as such, subject to the limitation as set forth therein, the easements shown thereon and the pier permit designated areas for each lot. The Plat further establishes certain restrictions applicable to the Subdivision. All dedications, restrictions, easements and reservations created herein or shown on the Plat, Replat or Amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the official public records of Wood County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power and telephone lines, storm surface drainage, cable television, or any other utility the developer sees fit to install in, across and for under the property. utility easements in the subdivision may be used for the construction of drainage swells in order to provide for improved surface drainage of the lots. Shall any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, developer, without the joiner of any other owner, shall have the right to grant such easement on said property without conflicting with the terms hereof. Any public authority or utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation repair and maintenance of their respective facilities. Neither developer or any utility company, political subdivision or other authorized entity using the easements herein shall be liable for any damages done by them or their assigns, agents, employees, or servants to driveways, fences, shrubbery, trees and lawns or any other property of the owner of the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by the developer to any of the lots by deed or other conveyance shall be subject to any easement affecting same for water, drainage, electric power, roadway, telephone purposes, Wood County Lake #3 easements and other easements hereafter granted affecting the Lots.

Section 2.04 Utility Easements

- (a) Utility ground and aerial easements have been dedicated in accordance with the plat.
- (b) No building shall be located over, under, upon or across any portion of any utility or drainage easement. The owner of each lot shall have the right to construct, keep and maintain driveways, fences, and similar improvements across any utility easement, and shall be entitled to cross such easement at all times for purposes of gaining access to and from such lot; provided, however, any driveway, fence or similar improvement placed on such utility easement by the owner shall be constructed, maintained and used at owners risk and, as such, the owner of each lot subject to said utility easements shall be responsible for (1) any and all repairs to the driveways, fences and similar improvements which cross or are located on such utility easements and (2) repairing any damage to said improvements caused by any public or private utility in the course of installing, operating, maintaining, repairing, or removing it's facilities located within the utility easement.

Section 2.05 Additional Easements. If additional utility or drainage easements, whether or not contemplated or mentioned in the Declaration, between or across portions of the Subdivision are necessary and desirable to effectuate the purposes of this Declaration, then, upon the request of Developer, and provided said proposed additional easements will not unreasonable interfere with the development, use access to and occupancy of any Lot, each Owner agrees to grant such additional easements across such Owner's Lot, without charge therefore, subject to such reasonable terms and conditions as shall be agreed upon between Developer and such Owner. Any such new easement or easements shall be signed by Developer and/ or all Owners of portions of the property which compose the land within such new easements and shall be recorded in the Official Public Records of Wood County, Texas.

Section 2.06 Developer's Right to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent any other owners, to grant or create temporary or permanent easements, for access, utility, cable TV systems, communications and security systems, drainage, water and other purposes incidental to development, sale, operation and maintenance of the subdivision, located in, on, under, over and across the tracts or other property owned by developer and existing utility easements.

ARTICLE III USE RESTRICTIONS

Section 3.01 No structure shall be erected, altered, placed or permitted to remain on any Lot other than (a) one single family dwelling, (b) one attached or detached private garage for not less than two (2) cars and (c) one other site built accessory building. Each Owner shall use his or her Lot and the Living Unit on his or her Lot, if any, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multifamily use or for any business, educational, church, professional or other commercial activity of any type, except that an Owner may use his or her residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Living Unit or any structure or Improvement upon such Lot and conduct business therein; (b) the profession or occupation is not advertised to the public as being operated out of the Living Unit; (c) no signs advertising such profession or business are permitted on the Lot; (d) no on-site employees are permitted; (e) the profession or occupation does not have any more deliveries or attract more vehicles to the Living Unit than would be usual and customary to such Living Unit; (f) the activity does not constitute a nuisance or annoyance, developer shall have the sole and absolute discretion to determine what constitutes a nuisance or annovance, and (g) such use in all respects complies with the laws of the State of Texas, and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood. marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents, their dependent grandparents, and their domestic servants; (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents, their dependent grandparents, and their domestic servants; and (c) in no event, shall any single family residence be occupied by more persons than the product of the total number of bedrooms contained in the single family residence as originally constructed or approved by the Developer multiplied by two and one half (2.5). No accessory building, camper, trailer or any other structure may be used as living quarters other than one single dwelling. No Lots shall be utilized for access to any other land adjacent to or adjoining the Property that is not part of the subdivision without the written consent and approval of Developer, which consent will be within Developers sole discretion.

Section 3.02 Living Unit Size Restrictions. All single story dwellings on tracts must have at least 1,900 square feet of enclosed, heated and cooled living area (exclusive of porches, garages and storerooms). One and a half(1 ½) story and two story dwellings must have a minimum of 2,200 square feet of living area, excluding porches, with at least 1,500 square feet on the ground floor.

Section 3.03 Garages. All dwellings must have at least a two car enclosed garage which may be attached or detached. No carports shall be allowed except in addition to the 2 car minimum garage requirement. All carports and detached garages must be constructed of same or similar material as dwelling or secondary building, have same style roof pitch as the dwelling or secondary building. All carports must be located at the rear of the dwelling. All detached garages must be located to the side or rear of the dwelling. Porticos in addition to garages are acceptable as long as used as a drive through or temporary parking. No attached garage shall be permitted to be enclosed for living space in the dwelling unless a 2 car garage is added at the same time of the garage conversion and the new construction plan must be approved by the Developer. No detached garage or secondary structures shall ever be permitted to be enclosed for living.

Section 3.04 Composite Building Site. Any owner of one or more adjoining Tracts (or Portions thereof) may, with the prior written approval of the developer, consolidate such Tracts or portions into one building site, with the privilege of constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the Tract lines as indicated on the Plat. It is the responsibility of the owner to obtain all needed easement release from the appropriate agencies.

Section 3.05 Construction Materials All Improvements shall be on site construction. No mobile homes, modular or manufactured type housing or portable buildings shall be placed on any Lot or pier permit area. All dwellings, attached garages, detached garages shall have a pitched roof using a 30 or 35 year architectural type shingle, tile, metal roof or other approved material by the Developer. All roofs must be of an earth tone color or approved by the developer. All exterior walls of the dwellings shall have a minimum of 40% masonry excluding door and window openings. The term "masonry" as used herein shall mean brick, stone, or other masonry products approved by the Developer. Stucco masonry may be allowed with a minimum of 30% stone or brick. Hardie siding or cement siding shall not be considered "masonry". No vinyl or metal siding shall be used on vertical walls of the dwelling. "Log homes" are permitted as long as the plan incorporates some stone and the plans and materials must be approved by the developer. Split log siding is not considered "log home material" and can only be used as siding and is subject to the 40% masonry restriction. All dwellings must be completed in 12 months from the time the foundation is installed. Contractors must provide portable toilets for workers. Construction debris must be put in a dumpster or removed on a regular basis.

Section 3.06 Secondary Buildings and Fences. One secondary building will be allowed on each Lot. Square footage of secondary buildings must be appropriate for each lot and must be approved by the Developer. Secondary buildings must be constructed during or after the construction of the dwelling. Secondary buildings must have concrete foundation and must be built of new material either steel, cement type siding, stone, brick or other material approved by the developer. Secondary building must be located to the rear of the dwelling. Green houses, dog houses and play houses for children are allowed as long as they are located to the rear of the dwelling and shielded from the front view by fences or landscaping. Fences shall be of wood, stone, wrought iron, tubular steel, tubular aluminum, black chain link or other material approved by the Developer.

Section 3.07 Location of the Improvements upon the Tract. The front of Lots 1-9 shall be defined as the Lot lines to the South and adjoining CR 3420 and the front of Lot 10 adjoins CR 3431. Midline is calculated by adding total dimensions of the front Lot lines and divided by 2. Front Setbacks:

The Roofline of any structure shall not be located nearer than the following:
75 feet from the front midline of Lots 1-4, 120 feet from the front midline of Lots 5-8 and 30 feet from front midline of Lot 9 and 50 feet from the midline of Lot 10. All secondary building must be located to the rear of the dwelling. Detached garages must be located on the side or to the rear of the dwelling. Side and Back Setbacks:

The Roofline of any structure shall not be located on any Lot nearer than the following:

10 feet from any side Lot line and 5 feet from any back Lot lines of Lots 1-8 and Lot 10, unless an easement is located on the side or back Lot line, then Section 2.04 (b) applies. The Roofline of any structure shall not be located on any Lot nearer than the following: 10 feet from any side line of Lot 9 and 1 foot from the back line of Lot 9 that adjoins the northern line of the cemetery. Driveways, walkways,

retaining walls, landscape features and fences may be located on Lot lines providing they do not encroach on another Lot.

Fencing: No fence shall be placed nearer than the front of the dwelling on Lots 2-9 and the western Lot line of Lot 1. A fence shall be permitted anywhere on the East property line of Lot 1. Lot 10 may be fenced anywhere on the lot.

Section 3.08 Drainage, Driveways, Culverts and Parking. Natural drainage patterns or drainage easements on the Lots, pier permit areas and roadway ditches shall not be impaired. Drainage from improvements is to be directed into natural swales or improved channels on the Lot. No drainage on a Lot is allowed to be directed onto an adjacent property. Where practical, existing drainage patterns are to be maintained. Drainage design is to emphasize reducing erosion, runoff and adverse impacts to water quality. New drainage ways are to be designed to appear and function like natural drainage ways. The slope controlled areas of each Lot and all Improvements in them shall be maintained by the Owner of the Lot (except for those Improvements for which a utility company is responsible) in such a manner as to comply with this Section so as not to cause harm or interference with the natural surface drainage of any adjoining Lots. Contractors shall use erosion control measures on sloped lots during construction. Each owner is responsible for erosion control on the Lot and pier permit areas. Driveway culverts must be installed and be of sufficient size to afford proper drainage and must meet Wood County requirements. Culverts must be installed when temporary driveway or parking areas are installed. All driveways must be surfaced with either concrete, concrete pavers or asphalt or combination thereof within 30 days of the completion of the main dwelling. Driveways for lots 1-8 shall front on CR 3420. Driveways for Lots 9 and 10 shall front on CR 3431 with the exception of consolidation of 2 or more lots or approval from the developer. Lot owners and their guest shall not park on the County Road Easement on a regular basis. Lot owners that build piers or boathouses prior to building a dwelling, (6 months or more), must provide an area for parking on their respective lots. The parking area must be must be surfaced with crushed rock or other suitable temporary road base material and shall not exceed 15 feet in width unless located behind the front setback lines.

Section 3.09 Pier Permit Areas. No vertical structures shall be built on any part of the pier permit areas except for piers, boathouses, post, patios, decks or landscape features and small water pump houses. All piers and boathouses shall be permitted by Wood County and built according to current Wood County Restrictions. All boathouse materials including roofs shall be a natural color as to blend with the natural surroundings. All piers and boathouses must be installed within the pier permit extended Lot lines associated with each Lot according to the Plat. No healthy timber may be cut in the pier permit area without express permission of the Developer. No owner or owner's guest may park vehicles in the Pier Permit Areas except during construction or maintenance of piers and boathouses or other improvements. ATVs and UTVs are allowed on a temporary basis. No grading or disturbance of soil is allowed in the pier permit area without permission from the Developer. Precaution should be taken to preserve the riparian zone at the water's edge.

Section 3.10 Utilities, Antennas and Solar Panels. Except for existing utility lines, all utilities servicing the dwelling, accessory buildings, boathouses, piers or other improvements shall be installed underground. All propane tanks must be located underground. Antennas of any kind shall not exceed 10 feet above the roof line of a dwelling or accessory structure. No solar panels, satellite dishes or similar apparatus shall be placed on the front of the dwelling. Nothing herein shall be constructed to conflict with the latest rules and regulation promulgated by the FCC.

Section 3.11 Unsightly Articles. All recreational vehicles, campers, utility vehicles, trailers, tractors, lawn equipment and motorcycles must be stored in garages or secondary buildings. Visitors are allowed to park RVs in owner's driveway for a maximum of 3 weeks. Watercraft of any kind shall be parked or stored either in the garage, accessory building, and boathouse or on the pier. No maintenance work shall be done on any automobile or vehicle (other than emergency repairs) except in the enclosed garages or enclosed secondary buildings. No junk, abandoned, unregistered vehicles or vehicles without current inspections shall be allowed on any Lot, road easement or pier permit area. No commercial trucks or trailers (except trucks serving a specific purpose such as moving vans or trucks bringing building materials to a Lot) with a capacity rating in excess of (1) ton shall be parked or stored on any Lot, roadway or pier permit area. No

lumber, grass, plant waste, shrub or tree clippings, metal, bulk material, yard art, scrap or refuse shall be kept, stored or allowed to accumulate on any portion of the Property, or pier permit area. All trash is to be kept in trash receptacles not visible from the road on the side or rear of the main dwelling and disposed of regularly. No signs other than advertising the property for sale and temporary signs (meaning 30 days or less) are permitted to remain on any Lot. No article deemed to be unsightly by the Developer shall be permitted to remain on any lot, roadway or pier permit area. No hazardous materials shall be put on any portion of each lot or pier permit area at any time. No window air conditioners are allowed to be installed on any dwelling but are allowed on secondary buildings provided they are not located on the front of the building.

Section 3.12 Animals. No sheep, goats, chickens, dogs, cats or other such animals may be kept, bred or maintained for any commercial purposes. No horses, cows, pigs or other large animals shall be kept on any Lot. Domestic animals such as dogs and cats are permitted, provided they are kept on Owner's lot or on a leash and accompanied by the Owner. Within the sole and absolute discretion and determination of the Developer, offensive or noxious activity of any kind or manner in connection with the keeping of animals on a Lot shall not be permitted.

Section 3.13 Firearms. The discharging of firearms shall not be permitted except for protection of people and personal property.

Section 3.14 Landscaping and Mowing. All lots shall be kept in a neat and orderly fashion. Vacant Lots must be mowed a minimum of 3 times a year. Dead trees and other debris shall be removed in a timely manner. Developer shall notice owners of non-compliance and the owner shall have 30 days to comply. Should owner fail to comply, the Developer shall have the right to clean the lot and the owner of said lot will be responsible for the cost.

Section 3.15 Septic Systems and Water Wells. All septic systems and water wells shall conform and be in compliance with all rules and regulations of Wood County or other governmental agency having jurisdiction over the construction, installation and maintenance of septic systems.

Section 3.16 Infringements. An Owner shall do no act or any work that will impair the structural soundness or integrity of another Lot or Improvement thereon, or impair any easement, or allow any condition to exist which will adversely affect other Lots, Improvements thereon, or their Owners. No structure, driveway, fence, retaining wall or any other improvement shall encroach across any Lot line at any time and must be removed within 30 days upon discovery.

Section 3.17 Destruction of Structures. Any building, structure, Improvement, or Living Unit partially or totally damaged or destroyed by fire, storm, deterioration, or by any other means shall be repaired or completely demolished within one hundred and twenty (120) days, and the Lot restored to an orderly and attractive condition. Should additional time be necessary, extended time periods may be requested by the Owner but must be approved by the Developer?

ARTICLE IV Architectural Control.

Section 4.01 Basic Control. All architectural plans for dwellings, garages, secondary buildings and carports must be approved by the Developer in writing prior to construction. Any future changes to the original approved plans must be approved by the developer. A copy of preliminary plans shall be reviewed by the Developer. A copy of the final architectural plans for any improvement on the lot must be to scale, show elevations, material list and location on the lot. The final plans must to be delivered to the Developer, or sent by certified mail or other method providing proof of delivery to:

Republic Detailing Inc. PO Box 1599, Hawkins, Texas, 75765.

Developer shall notify approval or disapproval in writing within 30 days of submittal of the final plans.

Section 4.02 Effect of Inaction. Approval or disapproval as to architectural control matters, as set forth in the preceding provisions of this Declaration shall be in writing and be done within 30 days following such submissions or such plans and specifications shall be deemed approved.

Section 4.03 Variance. The Developer may on a case by case basis, authorize variances from compliance with any of the provisions of this Declaration or the minimum accepted construction standards or regulations and requirements as promulgated from time to time by the Developer. Such variances must be evidenced in writing and shall become effective when signed by the Developer. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance effect in any way the owners obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

Section 4.04 Power to Enforce Restrictions and Rules and Regulations. In the event any Owner shall violate or attempt to violate any of these Restrictions, Developer and or any Owner may institute and prosecute any proceeding at law or in equity or both to abate, prevent or enjoin any such violation or attempted violation or to recover damages. In the event such proceedings are initiated, the party initiating any such proceeding shall be entitled to recover against any violator all expenses incurred in connection therewith, including court costs and attorney fees. Failure by the Developer or by any Owner to enforce any provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.05 Severability. Invalidation of any one of these covenants, restrictions, or conditions by judgment or court order shall in no way affect any other provisions, which remains in full force and effect.

SECTION 4.06 Limitation of Developer's Liability. Developer, as well as its officers, agents or employees, shall not be liable to any Owner of any Lot or any other party for any loss, claim or demand in connection with any breach of any provisions of the Declaration by any other party.

IN WITNESS HEREOF, the undersigned, being the Developer herein, has hereunto set its hand on this \mathcal{F} day of June, 2013.

REPUBLIC DETAILING INC.

A Texas Corporation

A rexas Corporation

Dur lih Alla

Dana F. Roberts President

State of Texas County of Wood

This instrument was acknowledged before me on the _______day of June, 2013, by Dana F. Roberts, President of Republic Detailing Inc., A Texas Corporation, in the capacity herein stated, on behalf of said Corporation.

Notary Public, State of Texas

After recording return to: Republic Detailing Inc. PO Box 1599 Hawkins, Texas 75765

