

14625

RESTRICTIVE COVENANTS, RESERVATIONS, AND PROVISIONS
FOR ASSESSMENTS OF DAVIS WOODS.

THE STATE OF TEXAS.

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK

THAT, DAVIS WOODS, INC. (sometimes referred to herein as the "developer"), the owner and developer of the land and premises described as follows:

All of Davis Woods Subdivision situated upon the James Boulter Survey, A-6, in Polk County, Texas, being more particularly described upon a plat thereof duly recorded in Volume 10, Page 45 of the Plat Records of Polk County, Texas, to which plat and its recording reference is hereby made for all intents and purposes;

has established and by these presents do hereby establish the following restrictions on the improvement, use, and sale of said property, which shall apply equally to all of the lots in said subdivision as herein stated, and are for the mutual protection and benefit of all lot owners in said subdivision and are to be considered as covenants running with the land, and enforceable by any one of the land owners in said subdivision or by the developer thereof until August 1, 2007, A.D., whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided, to-wit:

RESERVATIONS

- (1) There shall be reserved the utility easements and drainage easements as shown on said plat of said subdivision, and an easement over all streets, for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of anyone or all of the owners or operators of such utilities, to move any or all obstructions on said easement rights-of-ways caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid. There is also reserved for use of all public utility companies an unobstructed aerial easement five feet wide from a plane 15' above the ground upward, located adjacent to the said easements reserved hereby, and all easements shown on the plat for underground utility facilities.
- (2) Developer reserves unto itself, its successors and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for purposes of laying, placing or constructing, installing, maintaining or repairing all kinds or types of waterlines, mains or pipes, as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply systems, and its appurtenances, to service, furnish, or supply this subdivision with water.
- (3) There is further reserved unto Davis Woods, Inc., its successors and assigns, and for and on behalf of its predecessors in title, all of the oil, gas and other minerals, in and under the premises conveyed, or contracted to be conveyed, together with the usual and customary rights of ingress and egress for the purposes of exploring for, drilling, developing, and/or producing

- said oil, gas and other minerals owned by Davis Woods, Inc. and its predecessors in title.
- (4) All streets shall be for the exclusive use of the lot owners in the subdivision subject to the easements hereinabove provided until such time as developer dedicates said streets to the public; and developer reserves the right to dedicate said streets to the public without the written consent of any of the lot owners.
 - (5) There is reserved unto the developer, and its successors and assigns, all of the areas in said subdivision designated as "Reserve" on the plat of said subdivision.

RESTRICTIONS

With the purpose of setting forth a substantial uniform plan for the development of the Davis Woods Subdivision, the owner and developer of the Davis Woods Subdivision, being Davis Woods, Inc., does hereby covenant and provide that it, and its successors and assigns, and all other parties holding title by, through and under Davis Woods, Inc., shall hold such land subject to the following restrictions running with the land, which shall be observed by each such party, his, her, or their respective heirs, administrators and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said lots or tracts of land above described, save and except, the reserved areas which shall not be in any manner restricted hereby unless specifically referred to, to-wit:

- (1) These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until August 1, 2007, A.D., at which time said covenants shall automatically be extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots in the subdivision have been recorded in the real property records of Polk County, Texas, agreeing to change said covenants, in whole or in part.
- (2) If any lot owner, or any one in possession of any lot by virtue of tenancy or otherwise, or their heirs, successors or assigns, should violate, or attempt to violate, any of the covenants herein, it shall be lawful for the undersigned developer, its successors or assigns, or any other lot owner or owners in the subdivision to enter and abate such violation without liability; or Developer, its successors or assigns, or any other persons owning any real property situated in said subdivision, shall have the right to prosecute by any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent it, him, her or them from doing, or to recover damages for, such violation. In such event of any violation, or threat of violation of any of the covenants herein, the developer or any owner of any lot in the subdivision may bring action at law or in equity, either for injunction, action for damages or such other remedy as may be available. In the event that the developer or any lot owner recovers judgment against any person for violation or threat of violation of any of the covenants herein, the developer or any lot owner shall be entitled to recover from such person reasonable attorneys fees. The failure by any lot owner or the developer to enforce any restrictions, conditions, covenants or agreement herein shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the developer or such lot owner.
- (3) The violation of any restriction or covenant herein shall not operate as to invalidate any mortgage, deed of trust or other lien acquired or held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

- (4) No residence, garage or other type of building shall be erected, placed or altered on any lot in this subdivision until the plans and specifications for such building or alteration thereto have been approved in writing by the Architectural Committee of the subdivision. Such Architectural Committee shall be appointed and will serve as hereinafter designated. The committee must either approve or reject such plans and specifications in writing within thirty (30) days after the same have been submitted, otherwise it shall be deemed that such plans and specifications have been approved.
- (5) There shall be left, on each lot, not less than six (6) of the existing native trees which are not smaller than seven (7) inches in diameter at five (5) feet above the ground and not less than twenty-five (25) feet tall. Any exception to this rule must be approved by the Architectural Committee.
- (6) With the exception of the lots which may hereafter be specially reserved by developer for commercial or business use, all of the lots are restricted to residential purposes only. Such residences are not to exceed two stories in height and in no event shall any private garage exceed the height of the residence. Any private garage may contain living quarters for bona fide servants.
- (7) The ground floor of the living area of the main structure exclusive of open porches and garage shall not be less than 1,600 square feet, and shall be constructed of a minimum of 51% of either brick or brick veneer.
- (8) No building shall be located on any residential lot nearer than twenty-five feet (25') to the front line, nor nearer than ten feet (10') to any side street line, nor nearer than ten feet (10') to an interior lot line. Corner residential lots shall be deemed to front on the street side having the least frontage. No lot shall be used except for single family purposes.
- (9) No outside privy or toilet shall be permitted in this subdivision. All toilets shall be inside the house, and prior to the occupancy of the house, the same shall be connected to a central sewage disposal system, paying the established rates and all connection fees or charges therefor at the builder's or lot owner's expense.
- (10) The drainage of sewage into any road, street, alley or ditch, either directly or indirectly, is prohibited.
- (11) Private driveways and walks crossing any ditch along any of the roadways or streets must have culverts of sufficient size to prevent flooding or other obstruction in the flow of water through the ditch. Such culverts must be approved by the developer. All culverts shall be constructed of concrete or corrugated pipe and shall be at least twelve inches (12") in diameter, or such other size as may be designated by the developer or the architectural committee.
- (12) No trailer house, tent, shack or other temporary structure shall ever be placed on any lot.
- (13) No noxious or offensive, unlawful, or immoral activity shall be carried on upon any lot or tract, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood or subdivision.
- (14) Each lot owner shall cut the grass and weeds on his lot as often as necessary to maintain the same in a neat and attractive condition and shall keep his lot free of trash, garbage and debris. In the event any lot or parcel, including landscaping or improvements thereon, is not maintained and kept clean in such a manner, the developer, its successors or assigns, shall have the right, either itself, its assignee, or through any other person, to furnish the labor and/or materials necessary to bring said lot, including improvements and landscaping thereon, up to a standard which meets the approval of the Architectural Committee in such Committee's sole discretion, and to maintain them according to such standards. In such event, the owner of any such lot shall pay to the developer, its successors or assigns, an amount equal to all direct and indirect costs and expenses incurred by the developer in furnishing such labor or materials or having the same furnished; the amount that the owner of any such lot is obligated to pay hereunder shall constitute a lien on such lot or parcel and shall be payable within ten (10) days after the charge is made. The developer, its successors and assigns,

shall be entitled (but not limited) to enforce the rights hereunder by following the procedure provided for the enforcement of mechanic's and materialman's liens in the State of Texas. This paragraph shall constitute a request by each lot owner under the conditions stated herein for the developer to furnish any labor and/or materials which are furnished hereunder. Any claim against the developer, its successors or assigns, shall not constitute a defense or offset in any action by the developer for non-payment of any amounts which may be assessed hereunder.

- (15) No lot or lots shall be used for the storage of any materials except that required for the construction of an authorized building, which materials shall be used or removed in a reasonable length of time.
- (16) No sign of any kind shall be kept or displayed to the public view (except by the developer) other than the name and street number sign; provided, the developer may grant permission in writing to lot owners for the displaying of approved signs offering such lots for sale. Developer may remove any sign violating this provision without the consent of the lot owner and without liability therefore.
- (17) No boat, trailer or equipment shall be parked on any street in said subdivision. The speed limit for automobiles, trucks and other motor propelled vehicles shall be limited to fifteen (15) miles per hour upon all streets within the subdivision.
- (18) Dirt shall not be piled upon any lot except that which is necessary in connection with landscaping and/or construction of an approved residence.
- (19) No hunting or shooting of firearms shall be permitted in the subdivision. This shall include air guns and pellet guns.
- (20) No water wells, water pumps, pressure tanks or like appurtenances shall be placed on any lot without the expressed consent of the developer in writing.
- (21) No boats or trailers may be parked in front of the front building line of any tract.
- (22) No lot shall ever be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Garbage and waste shall always be kept 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.
- (23) No professional, business, or commercial activity of any nature, or to which the general public is invited, shall be conducted on this property.
- (24) If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No boats, trucks or unsightly vehicles shall be stored or kept for the purpose of repair on the property, except in an enclosed garage or approved storage facilities protected from the view of the public or other residents of the subdivision.
- (25) Both prior to and after the occupancy of a dwelling on this property, the lot owner shall provide appropriate space for off-the-street parking for any vehicle or vehicles.
- (26) All residential buildings constructed on this property: (1) must be built in place upon permanent foundations, (2) must be built according to plans and specifications which, in addition to those set forth herein, meet the minimum requirements of all applicable building codes for residential construction in the City of Livingston, Texas and Polk County, Texas, (3) must be of sturdy, permanent construction, built of first class materials, (4) must have exterior design and appearance acceptable to and approved by the Architectural Committee, as herein provided, and (5) must, within reasonable limits, have harmony of external design with other structures within the subdivision. All structures must be constructed and maintained so as to have a first class, clean and presentable appearance and be in accordance with these protective covenants. The construction of any building on this property shall be completed within a reasonable time after it is begun and in all events shall be completed within one (1) year from the date on which such construction is undertaken, unless such time period is waived and/or extended by the Architectural Committee, in such Committee's sole discretion.

- (27) No animals, or fowls may be kept for any commercial purposes. Only house pets (not to exceed three pets), including dogs, may be kept upon the premises for personal use only, so long as they are not kept in such conditions as to constitute an annoyance or nuisance to the neighborhood and/or subdivision and provided that all house pets, including dogs, which are housed outside of the principal residence must be housed in adequate enclosures, maintained in a presentable and sightly condition. No cattle, poultry, swine, horses, goats, or similar animals may be kept upon the premises.
- (28) No fence may be erected nearer to the front property line than the rear of the dwelling house. Any such fence shall not exceed sixty inches (60") in height and must be approved by the Architectural Committee. The term "fence", as used herein, shall not be construed to be a patio wind screen, or a growing hedge trimmed to forty-eight inches (48") or less in height.
- (29) That portion of the property between the front boundary line and a line which is located coincident with the rear line of the dwelling house extended to the side boundary lines and parallel to the front boundary line shall be used only as a yard. The remainder of the tract may be used for other personal uses of the occupants of the tract so long as such other uses conform to the applicable requirements contained in these protective covenants.

COMMITTEE

There is hereby created the DAVIS WOODS SUBDIVISION ARCHITECTURAL COMMITTEE, which Committee shall initially be composed of not less than three (3) persons.

The Committee shall be composed initially of the developer and two (2) additional members, to be appointed by the developer and said developer shall have the sole exclusive authority each year to appoint new or additional members of the committee as it deems necessary until all of the lots in said subdivision are sold. Within ninety (90) days after the developer has sold all of the lots in said subdivision, or sooner if the developer so desires, the committee shall call a meeting of all lot owners to elect a new Architectural Committee, which new committee shall be composed of elected lot owners, and similar elections shall be held each year thereafter. A vacancy on the committee, resulting from the death or resignation of any member of the committee or from the refusal or inability of any member to serve, may be filled by appointment by the developer, or any successor of the developer, or by any person or entity designated for such purposes by the developer.

Written notice of each meeting called to elect a new committee after the sale of all lots within the subdivision, or sooner if the developer so elects, shall be mailed to each lot owner at the last known address of such lot owner according to the records of the Architectural Committee at least ten (10) days before the date of the meeting. At each election, the owner, or owners, of each lot shall be entitled to one vote. Votes may be cast in person or by the holders of properly executed written proxies. The owner, or owners, of more than one lot shall only be entitled to only one vote.

The committee shall function as representatives of all of the property owners in the subdivision, and shall be authorized to enforce by appropriate proceedings the

oregoing restrictions; enforce or release any lien imposed on any lot by reason of a iolation of any of the foregoing restrictions; and approve or reject plans and pecifications for buildings to be erected in said subdivision; and approve or reject ny reasonable request of lot owners.

OTHER PROVISIONS.

- (1) All restrictions, reservations and covenants shall be binding upon the purchaser of any lot or lots in the subdivision, as well as the successors, heirs and assigns of any such purchaser. If developer or any of its successors or assigns, or any purchaser or the successors, heirs and assigns of the purchaser, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Architectural Committee, or any other person, or persons, or entity owning any lot or lots situated in said subdivision, to prosecute any proceeding at law or in equity, against the person or persons violating or attempting to violate any such covenant and either to prevent, enjoin or restrain him or them from so doing, or to recover damages or other dues for such violation.
- (2) If anyone or more of the foregoing restrictions or provisions and covenants shall become or be held to be invalid by reasonable waiver, judicial decision or otherwise, the other provisions set forth above shall not be affected thereby, but shall remain in full force and effect.
- (3) In the event that there is any doubt or ambiguity as to the intent, intendement or meaning of any covenant, assessment, restriction, stipulation or reservation contained herein or any portion thereof, all doubts shall be resolved in favor of upholding the broadest construction of said covenant, assessment, reservation, restriction or stipulation or any portion thereof.

IN WITNESS WHEREOF, the developer, DAVIS WOODS, INC., has signed and executed this nstrument on this the 14th day of December, 1987.

DAVIS WOODS, INC.

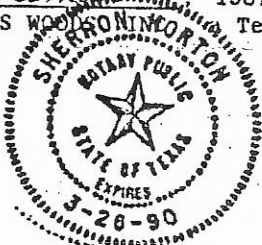
BY: Chas. R. Franklin

Vice-President

HE STATE OF TEXAS

OUNTY OF POLK

This instrument was acknowledged before me, on the 14th day of December, 1987, by Charles R. Franklin, Vice-President of DAVIS WOODS, INC. Texas corporation, on behalf of said DAVIS WOODS, INC.



Sherreon Horton
Notary Public, State of Texas

Sherreon Horton
Printed Name of Notary
My Commission Expires: 3-28-90

AFTER RECORDING, PLEASE RETURN TO:

DAVIS WOODS, INC.
P.O. Box 210
Livingston, TX 77351