

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

THE STATE OF TEXAS X
COUNTY OF POLK X

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, J. C. MAZE, Trustee, hereinafter called the Declarant, is the owner of all that certain real property located in Polk County, Texas, described as follows:

All of GOODRICH NORTH, a rural subdivision in Polk County, Texas, as shown upon plat of record in Volume 7, Page 33, of the Plat Records of Polk County, Texas, to which plat and its recordation reference is here made for all pertinent purposes.

AND WHEREAS, the Declarant will sell and convey from time to time all or part of the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth:

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Owner

1.01 "Owner" shall mean and refer to the legal or equitable owner or owners, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding the Developer.

Properties

1.02 "Properties" shall mean and refer to that certain real property hereinbefore described.

Lot

1.03 "Lot" shall mean and refer to any portion of the Properties shown and numbered for identification upon the aforesaid plat as a separate tract. The term "Lot" shall not include any common area nor any other reserves shown on the plat of the Properties.

Developer

1.04 "Developer" shall mean and refer to the Declarant and his successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

ARTICLE TWO

ARCHITECTURAL CONTROL

Architectural Control Committee

2.01 The Developer shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons. Annually thereafter, such committee shall call an election for the purposes of electing Owners to serve upon the Architectural Control Committee for the next ensuing year. At such election, each Owner shall be entitled to one vote, a majority vote being required for election. All proceedings of the Architectural Control Committee and the number and election of persons to serve on such committee for the next ensuing year shall be in accordance with such reasonable rules and regulations as such committee may from time to time adopt, except that the membership of such committee shall not be less than three (3). In the event of a failure at any time of the Owners to elect an Architectural Control Committee for the next ensuing year, or a failure or refusal of the committee to act, the Developer may,

at his option, appoint a committee of not less than three (3) qualified persons.

Approval of Plans and Specifications

2.02 No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography. The plans and specifications for all sewage disposal systems and alterations thereto shall be approved by the Architectural Control Committee.

Failure of Committee to Act

2.03 In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and in accordance with such reasonable rules and regulations as such committee may from time to time prescribe, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE THREE

USE RESTRICTIONS

Type of Buildings Permitted

3.01 Except as otherwise provided herein, all Lots shall be used for residential purposes only, and 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 three (3) automobiles. During or after, but not before, the construction of a residence, there may also be constructed servant's quarters or guest quarters, so long as the same are connected (by covered breezeway or otherwise) with, and used in conjunction with such single family dwelling. Any garage must be constructed during or after, but not before, and used in conjunction with such single family dwelling. No structure shall be placed on any Lot which, by reason of high walls or fences or excessive heights, unreasonably obstructs the use or view of improvements to be located upon an adjoining Lot.

Minimum Floor Area

3.02 Any residence constructed on said Lots must have a living area of not less than 1,000 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.

Setbacks

3.03 No building shall be located on any Lot nearer than twenty-five (25) feet to the front Lot line, nearer than ten (10) feet to the Lot line along any side street or nearer than five (5) feet to any other Lot line. For the purpose 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 the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions hereof, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot. The building setback lines may be relaxed or waived in specific instances by decision of the Architectural Control Committee if the above prescribed distances are not feasible, considering the terrain and topography of the Lot or building site and

the size and type of structure to be placed thereon. If a Lot or building site adjoins two or more streets, the Architectural Control Committee may define which side of the Lot or building site is to be considered the front.

Resubdivision and Consolidation

3.04 The Properties and portions thereof shall not be resubdivided in any fashion except that any person owning two or more adjoining Lots may consolidate such Lots into building sites, with the privilege of constructing improvements as permitted herein on each resulting building site as if such building site were a single Lot. Only entire Lots may be consolidated into building sites.

Easements

3.05 Easements for the installation, operation, maintenance, repair and removal of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by it or its assigns, agents, employees, or servants, to buildings, fences, shrubbery, trees, or flowers, or to other property of any Owner situated within any such easement. No building, shrubbery, fence or other obstruction shall be placed within any such easement. Right of use for ingress and egress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair, removal or replacement of any utility or drainage facility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, installation, repair, removal or replacement of such utility or drainage facility.

Noxious or Offensive Activities Prohibited

3.06 No noxious or offensive activity shall be carried on upon any

Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Motorcycles shall not be operated or permitted on the Properties if by reason of noise or manner of use they are considered offensive by other Owners. Drying of clothes in public view is prohibited, except on lines erected for that purpose to the rear of the residence.

Prohibited Structures

3.07 No structure of a temporary character, trailer, mobile home, basement, tent, shack, barn, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, or maintained on any Lot for any other purpose, except during the time a residence is being built thereon or on a building site into which such Lot has been consolidated, or except as otherwise provided herein.

Signs

3.08 No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that the Developer and any person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

Mineral and Mining Operations

3.09 No oil and gas well drilling, oil and gas development or production operations, refining, quarrying, or mining operations of any kind shall be conducted on a Lot by the Owner, nor shall oil and gas wells, tanks, tunnels, mineral excavations, or shafts be constructed or maintained by any Owner. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be

erected or maintained by any Owner.

Rubbish, Trash and Garbage

3.10 No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Animals

3.11 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 purpose. No pets shall be allowed to run at large.

Fences, Walls, Hedges and Utility Meters

3.12 No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences.

Trucks, Vans, Buses, Boats and Trailers

3.13 No truck, van, bus, boat or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, van, bus, boat, or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Sewage Facilities

3.14 No outside toilets will be permitted. No installation of any kind for disposal of sewage shall be allowed which results or

would result in raw or improperly treated sewage being discharged therefrom. No discharge from sewage facilities, treated or untreated, shall be emptied or drained into streets, ditches or onto the surface of any of the Properties. Sewage facilities shall comply with all applicable laws, rules, regulations and ordinances of governmental authorities.

Water Facilities

3.15 All Owners of Lots utilizing water thereon shall be required to connect to the central water system supplying the Properties if and when such a central water system is available. Private water wells or other individual water supplies may not be utilized in lieu of connection to a central water system supplying the Properties.

Use of Structures Before Completion

3.16 No structure shall be used or occupied until the exterior thereof is finished and water and sanitary sewage disposal facilities are completely installed and operable.

Time for Completion of Structures

3.17 Once construction of an approved structure has commenced, it shall be continued with reasonable diligence, and shall be completed within six (6) months thereafter as to its exterior, and all temporary structures shall be removed, unless construction is delayed or prevented by war, strikes, acts of God, or other causes not reasonably within the control of the Owner, or unless a longer time for construction is deemed necessary and approved by the Architectural Control Committee.

Antenna

3.18 If a central television cable system is available to the Properties, such system is to be used exclusively, and, in such event, no aerial antenna or similar structure shall project above the upper-

Firearms

3.19 The use or discharge of firearms on the Properties is expressly prohibited.

Storage of Materials

3.20 No building material of any kind shall be placed or stored upon any Lot except during construction; and then such material shall be placed within the property lines of the Lot on which the improvements are to be erected.

Driveways and Drainage Structures

3.21 Drainage structures under private driveways shall always have a net drainage opening of sufficient size to permit the free flow of water without backwater. At the time (or before) a residence is begun, the owner must also construct a driveway, the plans and specifications of which have been approved by the Architectural Control Committee, from the front property line to connect to the street.

Unsightly Storage

3.22 No unsightly storage shall be permitted that is visible from the street. No unsightly boats, trucks, trailers or vehicles shall be stored or kept for the purpose of repair on any Lots or drives.

Mail Boxes

3.23 Mail box style and location shall be approved by the Architectural Control Committee.

On-Street Parking

3.24 Both prior to or after the occupancy of a dwelling on any Lot, the Owner shall provide appropriate space for off-the-street parking for his, and his guests' vehicles, including trailers. The parking of such vehicles on road shoulders for a period longer than two (2) hours

is prohibited, except in front of (or beside Owner's residence if corner lot) in which case the maximum is twelve (12) hours. If parked for a longer period, such vehicles may be removed and stored at Owner's expense.

Prohibited Activities

3.25 No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except as otherwise expressly provided herein.

Rights Reserved by Developer

3.26 Notwithstanding anything herein contained to the contrary, the Developer reserves the right to:

- (a) Maintain a sales office and sales agents and conduct sales operations on the Properties;
- (b) Designate any or all of Lots 1, 2, 28, 29 and 30 for commercial use, and by such designation exempt the Lot or Lots so designated from any restrictions herein contained which, in the judgment of the Developer, are inconsistent with such use;
- (c) Designate any Lot or Lots for use as a water well site or sites by any public or private utility company serving the Properties, and by such designation exempt the Lot or Lots so designated from any restrictions herein contained which, in the judgment of the Developer, are inconsistent with such use; and
- (d) Designate any Lot or Lots for use as a park, playground or recreation area for the benefit of all Owners, and by such designation exempt the Lot or Lots so designated from any restrictions herein contained which, in the judgment of the Developer, are inconsistent with such use.

All oil, gas and other minerals in, under or that may be produced from the Properties, together with all rights incidental thereto, have been or will be reserved by the Developer and its predecessors in title.

MAINTENANCE

Maintenance Committee

4.01 The Developer shall designate and appoint a Maintenance Committee consisting of not less than three (3) qualified persons. Annually thereafter, such committee shall call an election for the purpose of electing Owners to serve upon the Maintenance Committee for the next ensuing year. At such election, each Owner shall be entitled to one vote, a majority vote being required for election. All proceedings of the Maintenance Committee and the number and election of persons to serve on such committee for the next ensuing year shall be in accordance with such reasonable rules and regulations as such committee may from time to time adopt, except that the membership of such committee shall not be less than three (3). In the event of a failure at any time of the Owners to elect a Maintenance Committee for the next ensuing year, or a failure or refusal of the committee to act, the Developer may, at his option, appoint a committee of not less than three (3) qualified persons.

Assessments

4.02 The Owner of each Lot shall pay an annual assessment of \$24.00 on or before the 1st day of MARCH of each year to be used for maintenance, operation and improvement of the streets and other common or recreational facilities situated on the Properties. The Maintenance Committee shall have the sole responsibility for collection of the assessment and for administration of and expenditures from the fund so created. The Maintenance Committee shall also have the sole responsibility for maintenance, operation and improvement of the streets and other common or recreational facilities situated on the Properties. Upon the recommendation of the Maintenance Committee and a majority vote of the Owners, such annual assessment may be

increased from time to time to a maximum of \$150.00. Delinquent assessments shall, after 90 days, bear interest at the rate of ten per cent (10%) per annum, and, if collected through court proceedings, all court costs and reasonable attorney's fees shall be added thereto, and shall become due and payable as an additional assessment

Maintenance of Lots

4.03 In the event the Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat, safe and orderly manner, the Maintenance Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner, which expense shall be due and payable to the Maintenance Committee on demand. All such expenses incurred shall bear interest at the rate of ten per cent (10%) per annum and, if collected through court proceedings, all court costs and reasonable attorney's fees shall be added thereto. Demand shall be excused if the whereabouts of the Owner are not known to the Maintenance Committee and cannot be determined by the Maintenance Committee upon reasonable inquiry.

Liens

4.04 In order to secure the payment of the assessments provided for herein, a vendor's lien shall be and is hereby expressly reserved upon each Lot or portion thereof, which lien may be enforced by appropriate judicial proceedings by the Maintenance Committee. Such vendor's lien shall apply to all Lots regardless whether same shall be expressly referred to in the original deed from the Developer covering any such Lot or in any deed hereafter granted by any subsequent Owner thereof. Such vendor's lien shall be automatically second and subordinate only to the lien or liens of any bona fide lender who lends money to the Owner of any Lot for the purchase thereof or the construction of improvements thereon. However, it is expressly agreed that the

foreclosure of any prior lien against any Lot shall extinguish only the amount of any accrued and unpaid assessments against such Lot as of the date of such foreclosure, and shall not terminate the liability of the Owner of such Lot for payment of assessments which shall accrue subsequent to the date of such foreclosure, and the vendor's lien provided for herein shall continue to secure any such assessments which shall accrue subsequent to the date of any foreclosure of a prior lien.

In the event the Maintenance Committee shall assess the Owner of any Lot for work performed thereon pursuant to paragraph 4.03 above, the obligation of such Owner to pay such assessment shall likewise be secured by lien against the property affected thereby, which lien shall be and become in existence at the time the Maintenance Committee completes the necessary repair or maintenance project, and shall be evidenced by affidavit filed for record with the County Clerk of Polk County, Texas. The Maintenance Committee shall have the same rights and powers with respect to such lien as it has with respect to the vendor's lien securing the general assessment against all Lots, as set forth herein.

ARTICLE FIVE

GENERAL PROVISIONS

Enforcement

5.01 The Developer, the Architectural Control Committee, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, now or hereafter imposed by the provisions of this Declaration. The Maintenance Committee shall have the right to enforce and foreclose, by any proceeding at law or in equity, all assessments and liens provided for herein. Failure to enforce any restriction, assessment or lien herein contained shall in no event be deemed a waiver of the right to do so thereafter. It is expressly understood that by the purchase of a Lot or Lots each Owner waives all

prerequisites to equitable relief in any suit for enforcement hereof, including, but not limited to, a showing of inadequacy of the remedy at law and irreparable harm, and agrees that specific performance, mandatory or prohibitory injunction, and all other equitable remedies may be had for the enforcement hereof, in addition to all available remedies at law for damages or otherwise. By the purchase of a Lot or Lots, each Owner expressly waives all statutes of limitation and the defense of laches in any proceeding brought to enforce any of the provisions hereof. By the purchase of a Lot or Lots, each Owner expressly authorizes the enforcement of all provisions hereof and the correction of any breach hereof by the Developer, the Architectural Control Committee, or the Maintenance Committee without resort to court proceedings, and the Developer, the Architectural Control Committee, and the Maintenance Committee, and their agents, servants and employees, shall not be liable to the Owner in any manner with regard to any such enforcement or correction.

Severability

5.02 Invalidation of any provision hereof by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Headings and Numbers

5.03 The article and paragraph headings and numbers contained herein are for reference purposes only. This instrument shall be construed and interpreted in the same manner as it would if all such headings and numbers were omitted.

Duration and Amendment

5.04 The covenants, restrictions, assessments and liens of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Developer, the Architectural Control Committee, the Maintenance Committee, or the Owner of any Lot subject to this Declaration, and their respective legal represent-

atives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a period of twenty (20) years from the date this Declaration is executed, after which time said covenants, restrictions, assessments and liens shall be automatically extended for successive periods of ten (10) years each. The provisions of this Declaration may be amended during the last year of any such period by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Polk County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Number and Gender

5.05 As used herein, the singular number shall include the plural, and vice versa, and words of any gender shall include the other genders, if the context so requires.

Rights and Remedies Cumulative

5.06 The rights and remedies provided herein are cumulative and the use of any one right or remedy by any person shall not preclude or waive his right to use any or all other remedies. Said rights and remedies are given in addition to any other rights any person may have by law, statute, ordinance, or otherwise.

EXECUTED by the said Declarant, this 24 TH day of APRIL 1978.

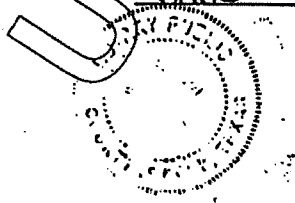
J. C. Maze, Trustee
J. C. MAZE, Trustee

THE STATE OF TEXAS X
COUNTY OF POLK X

BEFORE ME, the undersigned authority, on this day personally appeared J. C. MAZE, Trustee, known to me to be the person 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 on this the 24 TH day of APRIL, A.D. 1978.

Arthur D. ...
Notary Public in and for Polk County, Texas



THE STATE OF TEXAS
County of Folk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 15th day of ...MAY.....1978... at 11:40.... o'clock..A...M. and was this day duly recorded at 8:45.... o'clock....A... M. in Vol....345..... Pages79..... et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 23rd day of ...MAY.....1978.



ALINE STEPHENSON
Clark, County Court, Folk County, Texas

By *Jesse Summers*..... Deputy

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