

6807

RESTRICTIVE COVENANTS

OF

DICKENS LANDING.

SECTION II

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK

That the undersigned, herein called "Declarants", being the sole owners of the land and premises described as follows, to wit:

All tracts of Dickens Landing Section II, a subdivision situated in Polk County, Texas, as depicted upon the plat thereof recorded in Volume 11, Page 14, of the Plat Records of Polk County, Texas, to which reference is hereby made for all purposes;

has established, and by these presents does establish the following restrictions on the improvements, use and sale of said property, which shall apply equally to all lots in said Subdivision herein stated, and are for the mutual protection and benefit of all future owners in said Subdivision for a period of thirty (30) years from the date of recordation of this document, after which time these restrictions shall be automatically extended for successive periods of ten (10) years each. These Restrictions with the exceptions of Item 7A, 8, 10 and 25 may be amended or waived in whole or in part, during the initial thirty (30) year period at any time by Declarants, his successors, heirs or assigns, or by written instrument executed by at least seventy-five per cent (75) of the owners of all lots in the Subdivision, with each lot representing one (1) vote. No amendment or waiver shall be effective until an instrument describing such amendment and/or waiver is duly filed for record in the Official Records of Polk County, Texas.

Declarants specifically reserves the right, at their sole option and discretion, to amend and/or waive, with the exceptions of items number 7A, 8, 10 and 25, in total or in part, any of the covenants, conditions and restrictions contained herein, without prior notice to or prior consent of any owner of any lot in the Subdivision, at any time that the Declarants deem such amendment necessary or desirable.

RESERVATIONS

1. No building, buildings (including garages) shall be erected, placed or altered on any tract until the plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision of which this tract is a part, and as to location with respect to topography and finished ground elevation, by Declarants, or by a representative duly appointed by Declarants, or any heirs or personal representative of Declarants.

2. No outside privies or toilets shall be permitted upon any tract. All toilets shall be installed inside any residence hereafter constructed on the property, and prior to the occupancy thereof. No individual sewage-disposal system shall be permitted on any tract unless the system is designed, equipped and constructed in accordance with the requirements, standards and recommendations of the Health Department of the State Of Texas, the Trinity River Authority of the State Of Texas, or any other governmental agency having jurisdiction over any tract in the Subdivision and the maintenance and installation thereof shall be subject to the inspection and approval of such authorities. Furthermore, nothing contained herein, or in any document executed in connection with this transaction, shall ever be constructed as a promise, representation, covenant or warranty by Declarants that any type of sewage-disposal system shall ever be established to service this property.

3. No individual water-supply system shall be permitted on any tract unless the system is designed, constructed and equipped in accordance with the requirements, standards, and recommendations of the Health Department of the State Of Texas, or any other governmental agency having jurisdiction thereof. Approval of the system installed and maintained shall be obtained from such authorities. Furthermore, under no circumstances shall Declarants be obligated to furnish to, or provide for, any tract owner any such water-supply system.

4. The drainage of sewage into a road, street, alley, ditch or any water way, either directly or indirectly, is prohibited.

5. All tracts in Dickens Landing Section II shall be used for residential purposes only. The term "residential purposes", as used herein, shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses, and such uses are hereby expressly prohibited.

6. No building shall be erected, altered, placed or permitted to remain on any tract other than for a single family dwelling and a private garage approved by Declarants as herein provided. No residence shall be located nearer than five feet (5') to any boundary line nor nearer than fifty feet (50') from the right-of-way of Dickens Landing Drive or Island Drive. The above set-back lines may be relaxed by Declarants, or their heirs, personal representative, or designated assignee, if, in the sole judgement of any such person or persons, the above described distances are not feasible, considering the terrain of the property. For the purposes of this covenant, decks, eaves, steps, and open porches shall not be considered as a part of the residence; provided, however, that this shall not be construed to permit any portion of the residence on any tract to encroach upon adjoining tracts. If two (2) or more tracts are consolidated into a building site in conformity with the provisions of Paragraph 13, these building set-back provisions shall be applied to such resultant building site as if it were one original, platted tract. No utility, storage, barn or other building may be located closer to the front lot line than the rear of the primary residence. "Front lot line" is defined as that property line of any tract which faces Dickens Landing Drive or Island Drive. Any improvements placed within the boundary of the Trinity River Authority flowage easement must comply with all of the requirements of the Trinity River Authority.

7. No noxious or offensive activity shall be carried on upon any tract, or shall anything be done thereon which may be an annoyance or

nuisance to any other property owners in the subdivision of which this property is a part.

7A. No tract or any improvements situated thereon shall be put to any industrial, manufacturing or other use which maybe offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration or pollution including but not limited to factories, slaughter houses, tanneries, truck stops (not to include gasoline stations) or which are hazardous by reason of the excessive danger of fire or explosion.

8. No structure of a temporary character, basement, tent, shack, garage, barn, mobile home or other out-building shall be used on any tract at any time as a residence, either temporary or permanently. However, recreational vehicles may be used as living accomodations for weekends and for vacation periods not exceeding fourteen (14) continous days.

9. No residential structure shall be placed on an tract unless it's living area has a minimum of 1,200 square feet of floor area, if single story, and 1,500 square feet, if two (2) or more stories, when measured from wall to wall, and excluding porches and garages.

10. No tract 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 storage and disposal of such materials shall be kept in a clean and sanitary condition. Not withstanding the foregoing, no hazardous substance shall be brought onto, installed, used, stored, treated, disposed of or transported over any tract, and all activities on any tract shall, at all times, comply with Applicable Law. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed "Hazardous" or "Tõxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. &&9601 et.seq., or listed a such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be hazardous or toxic substance regulated under applicable

law. The term "Applicable Law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. SS1251 et.seq., The Clean Air Act, 42 U.S.C. SS7401 et.seq., and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on any tract, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

11. Any residence constructed on any tract shall be completed with reasonable diligence, and in all events within one (1) year from the commencement of construction, unless such period is extended in writing by Declarants, their heirs and personal representatives, or a designated representative appointed by Declarants, or unless completion is prevented by war, strikes, or act of God. After such completion of construction, any temporary structures used in the construction shall be removed.

12. No professional, business, or commercial activity of any nature, or to which the general public is invited, shall be conducted on any tract.

13. No part of any tract shall be resubdivided in any fashion, except that any person owning two (2) or more adjoining tracts may consolidate such tracts into a single building site.

14. If open carports are used, no unsightly storage shall be permitted therein that is visible from Dickens Landing Drive or Island Drive. No boats, trucks or unsightly vehicles shall be stored or kept for the purpose of repair on any tract, except in enclosed garages or storage facilities protected from the view of the public or other residents of the subdivision.

15. Both prior to and after the occupancy of a dwelling on any tract, the owner shall provide appropriate space for off-the street parking for any vehicle or vehicles.

16. These protective covenants shall be construed to prevent the

use of portions of the above described tracts for roads, streets or other rights of way or as easements for drainage or utility purposes.

17. All burning or other disposal of waste material must be in compliance with the State Of Texas and County Of Polk Regulations.

18. All residential buildings constructed on any tract: (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 Polk County, Texas, (3) must be sturdy, permanent construction, built of first class materials, (4) must have exterior design and appearance acceptable to and approved by Declarants, their heirs, designated representative and/or assigns, as heretofore provided, and (5) must, within reasonable limits, have harmony of external design with other structures within the locality. All structures must be constructed and maintained so as to have first class, clean and presentable appearance and be in accordance with these protective covenants. The construction of any building on any tract shall be completed within one (1) year from the date on which such construction is undertaken.

19. No animals or fowls may be kept for any commercial purposes. Only house pets (not to exceed three pets), including dogs, maybe 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 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 maybe kept upon the premises.

20. No fence, other than a chain link fence (with steel posts set in concrete), brick masonry fence (in permanent foundation), split rail fence (with all posts in concrete) or other permanent ornamental fence of a type in customary use in the subdivision of which this tract is part, maybe erected nearer to the front property line than

the rear of the dwelling house, provided such fence shall not exceed sixty inches (60") in height and must be approved as with other buildings. 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.

21. 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 maybe used for gardening and for other uses conform to the applicable requirements contained in these protective covenants.

22. All parts of any tract shall be maintained in a sanitary and neat condition, free from rubbish, junk, trash, debris, unused or unusable tools and equipment or other unsightly or unsanitary material. Grass and weeds shall be kept mowed. All tools and equipment shall be stored or housed in a storage building provided thereof. No advertising signs, except one "For Rent" or "For Sale" sign no larger than the usual and customary per tract sign, billboards or other unsightly objects shall be erected, placed or permitted to remain on any part of the property, nor shall any tract be used in any purposes which may endanger the health or unreasonably disturb the owner or occupant of any adjoining tract.

23. Declarants, their heirs and assigns, retain ownership to all natural drainage easements, along with the right of ingress and egress thereto. No improvements or structures maybe erected upon, in, over or across any natural drainage easements. No improvements, structures, dirt or other material maybe placed thereon that would in anyway tend to restrict or interfere with the free flow of water into or through, or inhibit access for maintenance of, natural drainage ditches, or drainage structures placed thereon by the Declarants or by Polk County, it's or their heirs, successors or assigns. By way of clarification, and not by way of addition or limitation, the term "improvement" or "structure" shall include fences of all descriptions.

24. All activities and improvements within the flowage easement of Trinity River Authority, including dredging, filling, building of docks, bulkheads, or any other structures or improvements, must comply with the requirements of the Trinity River Authority, the Corps of Engineers, Polk County, the State of Texas, or any other agency having jurisdiction within such flowage easement.

25. No use shall be made of the word or name "Champion" in any designation of any tract.

26. The size and length of culverts placed along Dickens Landing Drive or Island Drive must meet the requirements of the State Of Texas and Polk County.

EASEMENTS

A utility easement, ten feet (10') in width, for the installation and maintenance of utilities, is reserved along the boundary line of the herein described property which fronts on Dickens Landing Drive or Island Drive for the benefit of the Declarants, their heirs and/or assigns, or any company providing utility services to this subdivision or surrounding subdivisions. No shrubbery, fence or other obstructions shall be placed in any such easement. The right of use for ingress and egress shall be had at all times over any such easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that maybe placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility.

GENERAL PROVISIONS

Enforcement

The Declarants herein, their heirs or personal representatives of Declarants, and/or any owners of any tract of Dickens Landing Section II shall have the right to enforce, by any proceeding at law or in equity, the restrictions, conditions and reservations now or hereafter imposed by the provisions of this document. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a

waiver of the right to do so thereafter.

Severability

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

EXECUTED THIS THE 26 day of August, A.D., 1991.

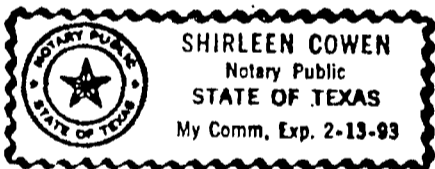
DICKENS LANDING SECTION II

BY: J. T. Dickens
J. T. DICKENS - TRUSTEE

STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on the 26th day of August, 1991 by J. T. Dickens, Trustee.



Shirleen Cowen
NOTARY PUBLIC in and for The State of Texas

STATE OF TEXAS }
COUNTY OF POLK }

I, MARTHA JOHNSON, hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records in volume and page of the named RECORDS of Polk County, Texas as stamped hereon by me on

AUG 26 1991



Martha Johnson
COUNTY CLERK
POLK COUNTY, TEXAS

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FILED FOR RECORD

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Martha Johnson
COUNTY CLERK
POLK COUNTY, TEXAS