

Westview
City of Fayetteville, Texas

**DECLARATION OF SUBDIVISION RESTRICTIONS, PROTECTED COVENANTS, AND
EASEMENTS FOR WESTVIEW RESIDENTIAL SUBDIVISION**

This DECLARATION is made by the Developer, which is the owner of all lots comprising Westview Subdivision and is recorded in Fayette County, Texas.

WHERE AS, it is desirable for the mutual benefit of all future owners of any lot within Westview as recorded in the Register's Office of Fayette County, Texas that there be certain restrictions, or protective covenants on said lots regarding the use, the development, and the improvements to be erected upon said lots.

NOW, THEREFORE, the undersigned, Westview, does hereby declare the following restrictions and covenants, to be impressed upon and to apply to all lots located within said, Westview of record in the Register's Office of Fayette County, Texas, as covenants running with the land, wit:

Definitions

Developer

1.01. "Developer" means Declarant.

Lot

1.02. "Lot" means any of the plots of land shown on the plat and subdivision map recorded in Volume ___ at Page _____ of the map or plat Records of Fayette County, Texas (the "Map"), on which there is or will be built a single family dwelling.

Owner

1.03. "Owner" means the record owner or owners of the fee simple title to any lot or portion of a lot in the property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

Farmhouse

1.04 "Farmhouse" is a style of home that is modeled after a traditional farmhouse on its exterior, yet more modern and accommodating in its interior.

Westview lots shall be used for residential purposes only. No attached garage shall be used as a residence.

1. No building shall be erected, altered or permitted on any lot exceeding 2 stories in height.

2. No mobile homes, trailer, tent, shack, manufactured homes or temporary housing shall be permitted. Pre-fabricated structures may be used as storage buildings and/or outbuildings.
3. Construction of a dwelling must be completed within eighteen (18) months of the framing of the foundation.
4. Any single-family dwelling constructed on a lot must have a living area of not less than 1200 square feet, exclusive of open or screened porches, patios, driveways, carports, and garages. All roofs shall be neutral in color. Stucco exterior siding shall not be permitted. Neither log homes nor barndominiums (mostly steel exterior sided dwellings) are allowed. Metal shop buildings are permitted. All homes erected shall have a common style and design scheme that is consistent with a Farmhouse motif. All construction shall comply with the applicable building codes of the City of Fayetteville, Texas, in effect at the time of commencement of construction.
5. The property and premises shall be maintained to reflect a pride of ownership. Lawns shall be maintained.
6. All homes shall have a concrete or asphalt driveway that connects a garage or carport to the city street. Culverts are an expense of lot owner and shall be installed by the City of Fayetteville according to the city regulations.
7. Building setback lines are established and governed by the City of Fayetteville, Texas.
8. No lot shall be subdivided or split. Any person owning two or more adjoining Lots may consolidate those Lots into one (1) building site, with the privilege of constructing improvements.
9. No fence, wall or hedge over three (3) feet shall be installed/planted or allowed to remain in the front yard. No chain link fencing is allowed.
10. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.
11. Each owner shall be responsible for maintaining and painting of all improvements. No refuse pile, or unsightly objects shall be allowed to be placed or to remain anywhere on the premises. Unused motor vehicles shall be kept (stored) inside a closed facility.
12. No professional, business, or commercial activity shall be operated outside of a residence.
13. No commercial truck (more than 2 axels) except to deliver materials and/or furnishings to a residence, RV, camper, utility trailer or boat shall be parked on any lot, nor parked on the streets for more than forty-eight (48) hours. These vehicles shall be stored in a garage, under a carport or designated paved, covered parking area.
14. Developer reserves all owned oil, gas and minerals as well as sand, gravel and other materials as such may be situated upon the premises, but WAIVES all rights of ingress and egress (access) for purposes of mining, production and development of oil and gas and such minerals or materials. All Lots shall be conveyed subject to the aforesaid reservation.
15. No structure, planting, or other material shall be placed or shall be permitted to remain and no other activities shall be permitted to be undertaken that may damage or interfere with established slope ratios, create erosion or sliding problems, change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope control areas of each affected Lot, and all improvements located in those areas, shall be maintained continuously by the Owner and according to the City of Fayetteville, Texas of the affected Lot, except for those improvements for which a public authority or utility company is responsible.

16. No animals or livestock of any kind shall be raised, bred or kept on any of said Lots, except that a reasonable number of dogs, cats, chickens or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. In all instances, household pets shall be restrained within fenced areas or under leash.
17. All signs or advertising structures of any kind are prohibited except for up to four (4) square foot sign to advertise a lot or home for sale or lease. The Developer can erect signs, billboards, or advertising structures during the development and sales period of the Developer's property and promotion of unsold Lots.
18. All exterior lighting on each lot shall be constructed and maintained, so as to provide illumination for that lot only. Lighting shall not become a nuisance to adjacent, or any other property owner.
19. The Developer and City of Fayetteville shall not be held liable for any accidents and or injuries within the subdivision.
20. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.
21. Structures to be built on lots which are lower than the road on which they front shall be built such that the minimum finished floor elevation is at least one foot above the proposed grade of the yard adjacent to the structure.

The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 25 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by more than 50 percent of the owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Official Records of Fayette County, Texas, and all requisite governmental approvals, if any, have been obtained.

If any controversy, claim or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

The Developer by this Declaration intends to create an exclusive subdivision to insure development from inception and planning through sales and construction. Until such time and thereafter this Declaration shall be liberally construed to effectuate its purpose and plan for the Property and to comply with applicable statutes, ordinances or regulations.

This Declaration is executed this _____ day of _____, 20____, at Fayetteville, Texas.

