

DECLARATION, RESERVATIONS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS AFFECTING DOMINION TRES SUBDIVISION,  
A SUBDIVISION IN LIBERTY COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

THIS DECLARATION, made on the date hereinafter set forth by AYERS, PAGE & SIZEMORE, LTD., a Texas Limited Partnership, hereinafter referred to as "Developer";

WITNESSETH:

WHEREAS, Developer is the owner of Dominion Tres Subdivision, a subdivision of 89.740 acres out of the John R. Faulk League, A-34, Liberty County, Texas, according to the plat thereof recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Plat Records of Liberty County, Texas.

WHEREAS, the said Developer desires to make certain reservations and impress certain covenants, conditions, easements and restrictions on said 89.740 acre tract of land, except for Lot No. Four (4) which is reserved from these provisions, to-wit:

ARTICLE I

DEDICATION AND RESERVATIONS

NOW, THEREFORE, Developer does hereby subdivide and plat said land into lots as shown on the said map or plat for the purpose of establishing a subdivision to be known as Dominion Tres Subdivision, and does hereby dedicate all streets, utility, drainage and other easements shown upon said map or plat to Liberty County, Texas, for roads and drainage, expressly reserving to Developer, its successors and assigns, the following rights, title and easements, which reservations shall be referred to and made a part hereof and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by, or on behalf of Developer conveying said property or any part thereof.

No tract out of this Subdivision may be used as access, ingress and egress, to any other property outside this subdivision without the written consent of Developer.

Section 1. Developer reserves the exclusive right to construct and maintain, or cause to be constructed and maintained in, over, or upon, along and under the streets of Dominion Tres Subdivision, and in the easements shown on the map or plat of the said subdivision, all pipes, conduits and appurtenances necessary and proper for the maintenance of a system of drainage, to serve the residents of the said subdivision. In such connection, and in order to perform any and all functions of development that in the Developer's opinion is necessary to further or complete and maintain the development of Dominion Tres Subdivision, and future sections, Developer reserves the right to come upon and across any of said land at all reasonable times.

Section 2. Neither the Developer nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees, or flowers, or other property situated on the land covered by said easements.

Section 3. It shall be expressly agreed and understood that the title conveyed by the Developer to any lot or parcel of land in Dominion Tres Subdivision, by contract, deed or other conveyances shall not in any event be held or construed to include the title to any of the instrumentalities constructed by Developer or any utility company along any of said streets or easements for the purpose of providing water, gas, sewer, storm sewer, electric power, telecommunications, or any other utility, to serve any portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other

governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Developer.

## ARTICLE II

### EASEMENTS

Developer reserves certain right of way easements as shown on the heretofore mentioned plat for the purpose of constructing and maintaining roads and utilities of all types, including drainage. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which shall interfere with the installation and maintenance of such utilities, which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels. Such easement area within any lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility.

## ARTICLE III

### USE RESTRICTIONS

Section 1. All lots (excluding the Lot Four (4) Reserve Area) shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any lot without prior written approval of Developer, its successors or assigns. Lot Four (4) may be used for commercial or other purposes.

Section 2. On all lots in this subdivision, the residential structure shall have a minimum of 1,600 square feet of living area, exclusive of all garages, porches, and patios.

Section 3. The construction of any improvement on any lot must have prior written approval of Developer, or Developer's appointee, and reasonable plans depicting said improvements must be submitted to Developer prior to approval and must include a site plan showing location of improvements, specifications of materials to be used, including, but not limited to, exterior elevations showing the amount of brick used, type of siding, pitch of roof rafters, weight of shingles used, full construction details, and any other construction specification that Developer deems necessary in order to assure that said improvement is homogenous to the other improvements in subdivision. The Developer shall be provided a copy of the set of approved plans for its files. All buildings shall be harmony of external design with other residences within the subdivision. All homes constructed on a lot must have an exterior construction containing brick, stone, brick or stone veneer, logs or hardy plank. No complete wood exterior homes shall be constructed. All homes must be built on a full concrete slab. All roofing material must be wear rated for twenty (20) years or more.

Section 4. All Builders or Contractors used by property owner for construction and/or improvements must furnish certificate of insurance and be approved by the developer prior to construction.

Section 5. Any property owner who may elect to contract their own residence must have prior approval of developer and must show the ability, experience and furnish certificate of insurance to accomplish the same.

Section 6. Not more than one family shall reside upon any said lot, with the exception that one (1) apartment can be attached to the garage, upon proper approval by Developer, for the purpose of housing servants or overnight guests. This apartment shall not be used for rental purposes, or for permanent residence, other than for children or parents of the lot owners.

Section 7. No home may be constructed or placed upon any lot unless it has complete sanitary facilities, including, among others, a lavatory, toilet, wash basin, tub or shower, and kitchen sink, all with running water, and all such facilities must be connected to the sewer system in

conformity with state and local health regulations. No outside toilets may be constructed on any lot, except a temporary toilet must be provided during construction of a home, and removed upon completion of construction.

**Section 8.** No home shall be located on any lot so that the walls are closer than the building lines established and shown on the above mentioned plat. All dwellings are to be constructed so that the front entrance will face a subdivision street which will be approved and determined by the developer.

**Section 9.** The construction of any improvements on any lot shall be completed within nine (9) months from the commencement of construction, unless an extension in such time is granted in writing by the Developer, and no structure shall be deemed to be completed until its exterior and interior is painted and otherwise finished in a reasonable manner, and all waste material removed from site. All construction must have prior written consent of Developer prior to commencement of construction thereof. The construction of a garage shall be permitted prior to the construction of a main residence. However, this construction must be completed within four (4) months, and all construction, including the main residence, must be completed within twelve (12) months, and construction shall not be deemed to be complete until said residence is ready for habitation. All construction shall conform with the standards established in the Southern Building Code.

**Section 10.** No tent, camping, trailer or other structure shall be used at any time as a residence. No mobile home, manufactured home, or industrial manufactured home as defined by applicable state law shall be placed on any lot for any length of time. None of the foregoing or any other home shall be moved onto the property.

**Section 11.** No sign or advertisement shall be placed on any Lot except one sign not larger than two feet by four feet (2' X 4') to advertise for sale of the property, lease or rent, and no business of any type, kind, character, nor any occupation or profession for commercial gain or benefit shall be conducted on any Lot.

**Section 12.** Nothing contained in this instrument shall prevent Developer from maintaining a sales office or offices nor from storing supplies and/or equipment upon any Lot or Lots within the subdivision.

**Section 13.** If all or any portion of the building or other improvements be damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct the same in the manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners. Notwithstanding anything contained in the paragraph to the contrary, the Owner of the Lot upon which a building or other improvement has been so damaged or destroyed shall not be required to so rebuild, repair or reconstruct provided the building or other improvements which has been so damaged or destroyed is removed from the Lot and provided further, the Lot remains in a sanitary, healthful and attractive condition.

**Section 14.** No outside clothesline shall be constructed or maintained on any Lot within sight of the street. The burning of trash or garbage on any Lot is prohibited.

**Section 15.** No obnoxious, offensive, unlawful or immoral use shall be made of any lot. The discharge of firearms within said subdivision is strictly prohibited.

**Section 16.** No spirited, vinous, malt liquors, or medicated bitters capable of producing intoxication shall be sold or offered for sale on any lot.

**Section 17.** Barbed wire fencing shall not be permitted. All fencing must have prior approval by the Developer.

**Section 18.** All lots, whether occupied or not, shall be maintained in a reasonably presentable manner, and no trash, garbage or other waste shall be kept upon any lot except in sanitary containers. All lot owners shall be responsible for the mowing of their lot and the roadside ditch adjoining their lot. Grass shall be kept mowed to a height no higher than eight (8) inches.

**Section 19.** All driveway culverts shall have prior approval of Liberty County Engineering Department. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Culvert or bridges must be used for driveways and/or walks and shall be constructed in accordance with county specifications.

**Section 20.** No automobile or automobiles shall be maintained on any lot unless the same shall be currently registered and licensed. The commercial parking or garaging of vehicles of any type upon any lot shall be prohibited. No boats, travel trailers and vehicles of any type whatsoever shall be parked and maintained on any lot beyond the front of the main residence. No vehicles may be parked on any street.

**Section 21.** Building materials shall not be stored upon any lot unless owner is ready to commence construction.

**Section 22.** The general principle of waste shall apply with regard to all lots, so that the excavation of soil for removal to another site is prohibited, except in the case of digging or clearing for the purpose of construction of a swimming pool, and cutting of trees is restricted to the reasonable clearing of land for the construction of improvements, to remove dead or unsightly trees, or for the thinning of trees to improve the growth of remaining trees, in keeping with sound conservation principles.

**Section 23.** All improvements placed upon any lot must be kept in a good state of repair and must be painted when necessary to preserve the attractiveness thereof.

**Section 24.** No lot may be divided in any fashion except that any person owning more than one lot may combine said lots into one homesite for building purposes. However, two people can buy three lots and divide one at their expense.

**Section 25.** No animals will be allowed to roam free or be picketed within the subdivision.

**Section 26.** Except as hereafter provided, no dogs, swine, pot belly pigs, goats, sheep, cattle or other animals generally considered to be undesirable in a residential subdivision shall be raised, bred or kept on this property except that dogs, cats or household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Horses kept for personal use only may be allowed; however, the number of permitted animals shall not exceed one (1) per acre; provided further that all such animals be kept in a suitable enclosure for the number and type of animal, nothing herein shall exempt or except the keeping of animals, livestock or poultry from the covenants against nuisances anywhere herein. Any livestock enclosure which is overcrowded or not adequately maintained and clean, or which presents an unkept appearance or produces noxious odors may be declared a nuisance. Children or lot owners who participate in a school, FFA, 4-H, or other agricultural organization sponsored animal raising project are exempted from the foregoing limitation, if each such project is limited to a nine (9) month duration.

#### ARTICLE IV

##### WATER DISTRIBUTION SYSTEM

**Section 1.** Developer acknowledges that it will, at its own cost and expense, construct and complete a potable water distribution system to all lots within the subdivision. Said system will be built and maintained by Tarkington Special Utility District, to the extent reasonably

possible, in conformity with all applicable regulations. Said system shall be completed within a reasonable time from the date of this instrument. Any home constructed on the property must be connected by the Owner to said water distribution system.

**Section 2.** The water service system on any lot shall serve only the domestic requirements of a single family, and no extraordinary use may be made of such service on any lot without written consent of the Developer.

**Section 3.** The Developer, its successors or assigns, as applicable, shall in no event be responsible for any damages done by water escaping from service lines or for any malfunction of the water distribution system. The purchase by each owner of his lot is pursuant to the express disclaimer by Developer, its successor or assigns, in this connection.

#### ARTICLE V

#### ENFORCEMENT

**Section 1.** In the event any lot, including landscaping or improvements, is not maintained and kept in a manner provided herein, Developer, its successors or assigns, shall have the right, either itself, or through any other entity or person, to furnish the labor and/or materials necessary to bring said lot or improvements up to the standard required by the provision of this Declaration, in Developer's, its successors or assigns, sole judgment and discretion. In such event, the owner of any such lot shall pay to Developer, its successors or assigns, an amount equal to all direct and indirect costs and expenses incurred by Developer, its successors or assigns, in furnishing such labor and/or materials, and such amount shall constitute a lien on such lot or parcel, and shall be payable within thirty (30) days after the charge is incurred. Any such lien in favor of Developer, its successors or assigns, shall be secondary and subordinate to any prior valid first mortgage lien or mechanic's or materialman's lien covering said lot.

**Section 2.** The Developer, its successors or assigns, or any owner of any other lot, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, its successors or assigns, or by any owner to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

#### ARTICLE VI

#### GENERAL

**Section 1.** Invalidation of any one or more of the covenants or restrictions set out herein by the judgment of any court of competent jurisdiction shall in no wise affect any other provisions, all of which shall remain in full force and effect.

**Section 2.** The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 2012, after which time they shall be automatically extended for successive period of ten (10) years each, unless by duly recorded instrument signed by a majority of the property owners and Developer, it is agreed to change or modify said covenants and restrictions, in whole or in part.

EXECUTED this 12 day of May, 2002. <sup>RA</sup> 3/11/02

AYERS, PAGE & SIZEMORE, LTD.

By: Ray Ayers  
Ray Ayers