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WATERFORD GARDENS

RESTRICTIONS, COVENANTS  
CONDITIONS AND MAINTENANCE CHARGE

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THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ORANGE

THAT WATERFORD GARDENS INC., Developer, (hereinafter called "GRANTOR"), being the owner of that certain tract of land containing 4.934 acres, more or less, out of the Joseph Richey Survey, Abstract No. 21, in Orange County, Texas, which has heretofore been platted into a Subdivision known as WATERFORD Gardens according to the map of said Subdivision filed for record in the County Clerk's Office in Orange County, Texas, recorded in Volume 10, Page 57, of the Map Records of said County, reference to which is here made for all purposes, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the residential building sites as same are hereinafter defined (hereinafter sometimes called "lots"), in said WATERFORD GARDENS for the benefit of the present and future owners of said lots, does hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly to the use, occupancy and conveyance of all residential building sites in WATERFORD GARDENS, and each contract or deed which may be hereafter executed with regard to any of the lots in said WATERFORD GARDENS shall be conclusively held to have been executed, delivered, and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants

easements, liens and charges are set out in full in said contract or deed.

#### 1. RESERVATIONS

In authenticating the Subdivision map for record, there shall be and are hereby reserved by Grantor, its successors and assigns, the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof, to wit:

1:1 - Grantor reserves the necessary utility easements and right-of-way as shown on the aforesaid map of WATERFORD GARDENS, recorded in the Orange County Map Records, to which map and the record thereof reference is here made of all purposes, which easements are reserved for the use and benefit of any persons, firm, body politic or corporate entity providing a public utility service operating in Orange County, Texas as well as for the benefit of Grantor and the property owners in the subdivision to allow for the construction, maintenance and operation of a system of electric lighting and power, telephone lines, gas, water, sewers, cable, or any other utility or service and including the reserved areas for maintenance and repairs of fencing and/or brick walls constructed by Grantor for lots in WATERFORD GARDENS.

Grantor reserves a maintenance easement five (5') feet in width along the south five (5') of each lot in said subdivision for the benefit of the owner or owners of the lot lying immediately south of said five (5') easement, said easement also shown on the map or plat of said subdivision. The purpose of

said maintenance easement shall be to allow the owner or owners of a residence situated adjacent to said easement to have access to properly maintain exterior walls, roof, and roof overhang from the said five (5') foot easement area. The owner of the lot on which the easement is situated shall be obligated to provide access to said easement area at reasonable times to afford the adjoining residence owner, owner's agents, servants and employees the opportunity to provide such necessary maintenance. The owner or owners for whom the easement is created shall take such necessary precaution so as not to interfere with or damage shrubs, grass and other vegetation within the maintenance easement area. A roof overhang not to exceed twelve (12") inches, shall be permitted in said easement area.

Grantor also reserves an easement along the north five feet (5') of lots 1 and 24 for purposes of maintenance of the brick fence along Park Avenue.

1:2 - Grantor reserves the right to impose further restrictions and dedicate additional easements on any unsold sites in said subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the Office of the County Clerk of Orange County, Texas, or incorporated in the Deed from Grantor conveying the site to be so restricted or subjected to such easement.

1:3 - Neither Grantor nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants,

to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

1:4 - It shall be and is expressly understood and agreed that the title conveyed by Grantor to any lot or parcel of land in said WATERFORD GARDENS by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, or telephone lines, poles, or conduits, or any other utility or appurtenances thereto constructed by Grantor or public utility companies through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other portions of WATERFORD GARDENS and the right to construct, install, maintain, operate, repair, replace, remove, lease, and sell any such utility system or systems, and all equipment therein and appurtenances thereto, is hereby expressly reserved to Developer or the public utility company owning same.

2. ARCHITECTURAL CONTROL COMMITTEE

2:1 - There is hereby created an Architectural Control Committee comprised of Four (4) members, and the initial committee shall be composed of JERRY HUGHES, LORETTA HUGHES, STAN MATHEWS, and LINDA MATHEWS, each of whom shall serve until his or her successor is appointed. In the event that any one of said members should die, resign, or become ineligible to act the remaining three members of the Committee may appoint a successor. Any one of said members may be removed by the other three members, with or without cause, and a successor appointed by the three remaining qualified members.

2:2 - No building shall be erected, placed or altered on any building site in WATERFORD GARDENS until complete copies of the final building plans and specifications, a plot showing the location of the dwelling and any other improvement to include fences, walks and drives, have been approved in writing as to conformity and harmony of external design with existing structures in WATERFORD GARDENS, and as to location of the building with respect to topography and finished ground elevation. All location plans of plot plans, as well as construction or design plans and specifications, shall be submitted on two (2) india-inked tracings or blueprints, all legends, captions and specifications being typed or legibly printed, with specifications on plain white paper sequentially numbered. Renderings on plans shall be in conformity with generally accepted architectural techniques. A copy of all plans and specifications submitted may be retained in the permanent file of the Architectural Control Committee and all submittals shall be addressed to Jerry Hughes or Stan Mathews, or such other person as may be designated by the Committee. All improvements shall be constructed in accordance with the plans submitted. A majority of the Committee may designate a representative with authority to approve the design and location of any building. In the event said Committee, or its designated representative, fails to approve or disapprove the design and location of any such building within thirty (30) days after said plans and specifications, plot plan and elevation, have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of alterations has been commenced prior

to the completion thereof, such approval will not be required and this provision as to approval will be deemed to have been satisfied. Neither the members of said Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this provision.

2:3 - The Architectural Control Committee may approve the resubdividing of two (2) or more residential lots as shown on the recorded plat of WATERFORD GARDENS provided that no building site created by and such resubdivision be established having an area less than the square foot area of the smallest platted lot comprising part of the area to be resubdivided.

2:4 - The Architectural Control Committee is hereby permitted to approve deviations with reference to location or set back of any of the improvements within the subdivision and the direction which the same shall face to such extent as is necessary for the best interest of the subdivision as a whole. Such modifications and amendments, if any, shall be in writing.

### 3. RESTRICTIVE COVENANTS ON RESIDENTIAL LOTS

3:1 - All lots in WATERFORD GARDENS shall be used for residential purposes only and no part of any lot shall be used for any type of business or profession. Without limiting the foregoing, every type of business or institutional use, whether profit or non-profit, including club, club house, church, clinic, school, nursery, day care centers, nursing homes, sales offices, doctors, lawyers or accountants offices or any other business is expressly prohibited upon each lot, provided however, that the Architectural Control Committee is permitted to grant builders the right to maintain sales offices in said Subdivision until all

lots are sold to individual home owners.

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3:2 - No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories, a private garage which shall not exceed the height of the main residence built to accommodate not more than three (3) cars and which may contain living quarters only for the owner of the residence or bona fide servants employed on the premises. The North side of the building shall be a solid wall. Windows may be in the solid wall but must be constructed of opaque blocks. A wall of brick or material matching that used in the construction of the building must be erected from the most northerly rear corner of the building to the rear property line, said wall or fence being at least six (6') feet in height. The South side of the building shall be connected at the front corner by a fence of the same material as the building, said fence to extend to the South lot line. The fence may have a gate or door and must be at least six (6') feet in height. No outbuilding of any nature is to be constructed on any lot without written consent from the Architectural Control Committee. Construction of building should begin within twelve (12) months of the date lot was purchased.

3:3 - No building shall be located nearer to the front lot line or nearer to any side property line than the building set back lines shown on the recorded plat of WATERFORD GARDENS. A pool may be constructed in the North one-half (N 1/2) of the Ten foot (10') side building line shown on the above referenced map or plat of said addition.

3:4 - No noxious or offensive trade or activity shall be

carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3:5 - No trailer, tent, shack, or garage or other outbuilding erected on any residential building site shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Nor may any trailer, motor home, camper, boat, boat trailer, truck, tractor-trailer, tractor, bus, or machinery of any type be kept or stored within WATERFORD GARDENS except within a garage or in such a place as may be completely out of view from any public street or adjacent lot. Nor may any mobile home be permitted on any lot, whether or not wheels are attached.

3:6 - No main residential structure shall be placed on any lot unless its living area has a minimum of One Thousand Eight Hundred (1,800) square foot of floor area (Heated and Cooled Space), exclusive of porches and garages, and in the event the dwelling is in excess of One (1) story in height the ground floor must contain no less than Fourteen Hundred (1,400) square feet of living area, exclusive of porches and garages, and combined First and Second floor to have a minimum of 2,000 square feet of living area.

3:7 - The exterior walls of the main residential buildings shall be 70% brick, concrete or other masonry types of construction, unless otherwise approved in writing by the Architectural Control Committee. "Masonry" as used and required herein shall include brick, brick veneer, stone, stone veneer, stucco, concrete, weatherproofed plaster or



any combination thereof but does not include asbestos shingles, asphalt shingles, composition shingles or other similar fireproof boarding. Roof shingles must be architectural in design and weatherwood in color or any other type of material to be used in the construction of the roof for any residential structure must be approved by the Architectural Control Committee in writing prior to construction including material and color to be used. A sample of brick or other masonry and roof shingle sample, and exterior paint color, must be presented to the Architectural Control Committee and approval received in writing before construction begins. (Construction is considered to be starting when slab forms are started)

3:8 - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot whether for commercial purposes or otherwise, except that residents may keep common household pets such as cats or dogs. In this regard WATERFORD GARDENS Home Owner Association shall have the right and authority to limit the number and variety of household pets. All pets must be kept on a leash while outside of owner's yard. Pets are limited to Two (2) per household.

3:9 - No water well, septic tank or cess pool shall be permitted on any residential lot. Each lot owner shall be required to use the water and sewer services provided by the City of Pinehurst. Connections to such facilities shall be at the lot owner's expense.

3:10 - No spirituous, vinous, or malt liquors, or medicated bitters, capable of inducing intoxication, shall ever be sold, or offered for sale, on any residential lot in WATERFORD GARDENS,

and said premises shall not be used for any vicious, illegal or immoral purposes, or for any purpose, in violation of any state or federal law, or of any police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any said residential lots.

3:11 - No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than six (6) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period only.

3:12 - No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers. These sanitary containers shall be stored so as not to be seen from the street.

3:13 - No fence, wall or hedge, or any pergola or other detached structure shall be erected in front of the front corner of residential structure. No chain link fence shall be erected on any residential lot. If the said lot owner wished to change the rear perimeter fence the Architectural Control Committee should approve the replacement fence. Backyard fences are to be maintained in good condition by each lot owner. All fences are to be approved by the Architectural Control Committee.

3:14 - Antenna towers for amateur radio installations or citizen's band radio base station installations and "window unit" air conditioners are prohibited on any lot, unless approved by the Architectural Control Committee. Television antennas or disks which are visible on the exterior of any building are prohibited. Small dish in rear of residence is allowed if

approved by Architectural Control Committee.

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3:15 - The drying of clothes in general view is prohibited and the owners or occupants of any lot desiring to dry clothes outside shall construct and maintain suitable screening enclosures for such use, such enclosures must be approved by the WATERFORD GARDENS Home Owner's Association.

3:16 - The owners or occupants of each lot shall at all times keep all weeds or grass thereupon cut or trimmed in a reasonably neat manner; said restriction beginning at original lot purchase date. Common areas are to be maintained through the Homeowner Association Fee. No lot shall be used for storage of material and equipment except for normal residential requirements incidental to construction of improvements thereon as herein permitted.

3:17 - A landscaping plan shall be submitted to the Architectural Control Committee before landscaping begins. Landscaping must be complete before the dwelling is occupied. JaMur grass must be used on any grassed area of each lot.

3:18 - All dwellings and other approved structures must be kept in a good state of painting and repair, and must be maintained so as not to become unsightly. Exterior paint colors must be approved by the Architectural Control Committee.

3:19 - Any violation of any of the covenants, agreements, reservations, easements and restrictions set out above shall not have the effect of impairing or affecting the rights of any mortgagee trustee, or guarantor under any mortgage or Deed of Trust, or the assignee of any mortgage trustee or guarantor under any such mortgage or Deed of Trust outstanding against

the property covered by any such mortgage or Deed of Trust at the time of the easements, agreements, restrictions, reservations or covenants may be violated.

3:20 - Grantor, its successors and assigns, or any other person, firm or corporation owning a residential lot in WATERFORD GARDENS shall have the right to prosecute any action at law or in equity that it or they may deem advisable to enjoin any violation or attempted violation of any of the covenants and restrictions contained herein, and to prosecute the same against the person or persons violating or attempting to violate the same.

3:21 - Should any one or more of the covenants or restrictions set forth herein be held to be invalid or unenforceable by final judgment of any court at law or in equity, the same shall in no way affect the remainder of the covenants and restrictions contained herein not directly affected by such final judgment.

3:22 - Driveway Accesses - Must have side entry garages with all drives originating near the south property line of said lot. All driveway cuts are to be approved by the Architectural Control Committee.

3:23 - Landscaping and other amenities within the common areas are to be maintained by the Home Owners' Association and paid with maintenance fee assessed lot owners. Streets inside WATERFORD GARDENS will be owned and maintained by the HOME OWNERS ASSOCIATION.

3:24 - The covenants and restrictions set forth herein shall be binding upon Grantor, its successors and assigns, and

any other person, firm or corporation owning or occupying a residential lot in WATERFORD GARDENS until December 31, 2023. During the original term of the restrictions set forth herein, the owners of a majority of the residential lots in WATERFORD GARDENS may amend or modify any of said covenants, condition and restrictions in whole or part by a written instrument duly executed by said owners of a majority of the residential lots in WATERFORD GARDENS, duly acknowledged in recordable form by each of said owners and duly recorded in the Office of the County Clerk of Orange County, Texas, provided however that said restrictions may not be modified or amended in such a manner that would substantially alter the original intent of said restrictions. After December 31, 2023, said covenants, conditions and restrictions shall be automatically extended for successive periods of Ten (10) years each unless by a written instrument duly executed by the owners of a majority of the residential lots in Waterford Gardens, duly acknowledged in recordable form by each of said owners and it is agreed to modify, amend or terminate any of said covenants, conditions and restrictions in whole or in part.

#### 4. ANNUAL MAINTENANCE CHARGE

4:1 - Each residential lot or plot in the aforementioned subdivision is hereby made subject to a semi-annual maintenance charge for the purpose of creating a subdivision maintenance fund to be known as "Maintenance Fund", except that no lot or plot shall be assessed or subject to any maintenance charge while owned by Grantor. The maintenance charge shall be first assessed against each lot as of the date of purchase. Maintenance fee is

due paid in advance at the time of purchase. Maintenance charges are due January 1st and June 30, payable in advance. Fees will be prorated to date of closing on sales. Architectural Committee will collect fees and maintain common areas, etc. until Homeowners Association is formed. Any maintenance charge assessed hereunder and not paid when due shall incur interest from the date due until paid at the rate of ten percent (10%) per annum. The rate will be One Hundred (\$100.00) dollars semi-annually until revised by the Home Owner's Association. Lot Owners will be responsible to keep vacant lots mowed and maintained. If not maintained, HOMEOWNERS ASSOCIATION will maintain and owner will be responsible to pay for maintenance in addition to HOMEOWNERS ASSOCIATION fees.

4:2 - The execution of a contract for a deed to any residential building lot or plot by the owner thereof, as seller, shall not relieve the owner of liability for the payment of such annual maintenance charge and the owner and purchaser thereunder shall be jointly and severally liable for the payment thereof. To secure the payment of the semi-annual maintenance charge or other charges, a vendor's lien upon and against each residential lot is created by this instrument and the title to each lot sold or conveyed by Grantor shall be subject to the Vendor's Lien securing said charge, which lien is reserved in favor of the Trustees of the WATERFORD GARDENS HOMEOWNERS ASSOCIATION, their successors and assigns.

4:3 - The lien of the assessments provided for herein, however, shall be subordinate to any lien presently existing upon all or any portions of any lot or lots and to any lien, present

and future, given to secure the payment of monies advanced or to be advanced on account of the purchase price of and/or improvements on any lot. Sale or transfer of any lot shall not affect the assessment lien. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

4:4 - The total funds accumulated from this charge insofar as the same may be sufficient may be applied towards the payment of maintenance expenses or replacement cost incurred for any or all of the purposes designated by WATERFORD GARDENS HOMEOWNERS' ASSOCIATION.

4:5 - It is understood that the judgment of the Trustees of WATERFORD GARDENS HOMEOWNERS' COMMITTEE in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

4:6 - It is understood that the owner of a residential lot is responsible for the upkeep and maintenance of all fences located on the said lot, provided however, that the Trustees of Trustees of WATERFORD GARDENS HOME OWNERS' ASSOCIATION shall maintain and repair all fences located on the Park Street and common areas of the subdivision. There is an easement created by this instrument in favor of the WATERFORD GARDEN'S HOMEOWNERS' ASSOCIATION, its agent or representative to come upon Lot #1 and Lot #24 the purpose of maintaining and repairing said fence.

4:7 - The WATERFORD GARDENS HOMEOWNERS' ASSOCIATION shall be

comprised of owners of lots in the subdivision designated as WATERFORD GARDENS. Each lot owned in the subdivision shall be entitled to one vote at any one meeting of the members. The Committee shall act through a Board of Trustees comprised of four (4) persons. The initial Board of Trustees shall be comprised of JERRY HUGHES, LORETTA HUGHES, STAN MATHEWS and LINDA MATHEWS, who shall serve until the HomeOwners' Association is formed and elects a committee. That date will be determined by the initial Board of Trustees.



EXECUTED this 17th day of November, 1997

Attest:

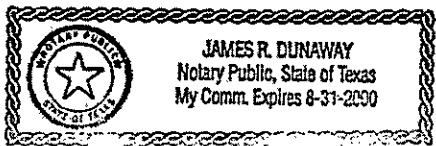
Stan Mathews  
STAN MATHEWS, Secretary

Jerry G. Hughes Jr.  
JERRY HUGHES, President

THE STATE OF TEXAS

COUNTY OF ORANGE

This instrument was acknowledged before me on the 17th day of November, 1997 by Jerry Hughes, President of Waterford Gardens, Inc., a Texas Corporation on behalf of said Corporation.



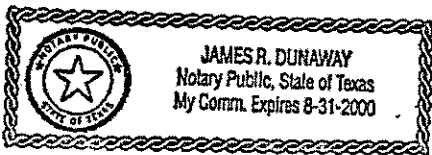
[Signature]  
Notary Public in and for the state of Texas

Notary's Printed Name  
My Commission Expires:

THE STATE OF TEXAS

COUNTY OF ORANGE

This instrument was acknowledged before me on the 17th day of November by Stan Mathews, Secretary of Waterford Gardens, Inc., a Texas Corporation on behalf of said Corporation.



[Signature]  
Notary Public in and for the state of Texas

Notary's Printed Name  
My Commission Expires:

FILED FOR RECORD

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KAREN JO VANCE  
COUNTY CLERK  
ORANGE COUNTY, TEXAS  
Heather Dyson DEPUTY