## 4367

THE STATE OF TEXAS

COUNTY OF POLK RESTRICTIONS FOR IMPALA WOODS, SECTION 4

THAT, IMPALA WOODS DEVELOPMENT COMPANY, a Texas Corporation, acting herein by and through its duly authorized officers, hereinafter called "Developer", owner of all of that certain tract of land out of the Ester Clark Survey, Abstract 160 and John Johnson Survey, Abstract 160 and John Johnson Survey, Abstract 160 and John Johnson Survey, Abstract 359, Polk County, Texas, as shown on Subdivision Plat entitled Impala 359, Polk County, Texas, as shown on Subdivision Plat entitled impala Woods Section 4, recorded in Volume 8, Page 3, of the Plat Records of Polk County, Texas, do hereby impress, save and except those areas shown as Lots 32, 33 and 34, Block 1, Lots 2, 3, 4, 5 and 31, Block 4, Lots 1, 2, 3, 15 and 16, Block 5 and Reserves A, B, C and D, all of the property included in such Subdivision with the following restrictions.

- 1. PERMANENT AND/OR TEMPORARY SINGLE FAMILY RESIDENTIAL CAMPING LOTS All lots shall be known and described as lots for permanent and/or single family residential camping purposes only. Said lots shall not be used for business or commercial purposes.
- 2. CAMPING VEHICLES, BUILDINGS AND OTHER STRUCTURES
  Subject to the limitations and other provisions of these Restrictions the following may be used for camping:

Mobile campers (travel trailers)

Portable campers (modular structures) (iii) Motor homes

(iv) Mobile homes

Conventional built residence and other structures as (v) approved by the Architectural Control Committee (vi)

3. ARCHITECTURAL CONTROL No building, fence or other permanent structure of any kind shall No building, fence or other permanent structure of any kind shall be erected or placed on any lot until two copies of the building plans and specifications, including specifications of all exterior and roofing material, including color of paint or stain, and plat plan showing the proposed location of said improvements have been submitted to and approved in writing by the Architectural Control Committee. No Camper, Motor home, tent or other movable structure of any kind shall to and approved in writing by the Architectural Control Committee. No Camper, Motor home, tent or other movable structure of any kind shall be erected, placed or maintained on any lot until the Architectural Control Committee has approved the design, appearance and condition of the same and has placed thereon its medallion of approval. The original Architectural Control Committee will be composed of E. D. Lyles, Improved the Control Committee will be composed of the Original Tenth Control Committee wil Jim Rawson and Jerry Leanox. Each of the original members may designate an alternate member to serve in his place or in case of the death, or inability to act of any member, the remaining members may designate an alternate member. The Architectural Control Committee may from time to time appoint one or more representatives to perform its

The purpose of the  $\Lambda$ rchitectural Control Committee is to provide compliance with these restrictions; to maintain proper use of the lots; to preserve so far as practicable, the natural beauty of the property; to insure against the erection or placing of buildings, campers, mobile homes and/or any other stationary or movable structure built of impromer or unguitable materials and to obtain harmonious architectural homes and/or any other stationary or movable structure built of improper or unsuitable materials and to obtain harmonious architectural schemes. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required application, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The Committee may at any control to the required application of the required application of the required and the related covenants. time transfer all of the powers herein given to an Architectural Control Committee composed of owners of lots in the Subdivision and appointed by the duly elected Board of Directors of Impala Woods Property Owners

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Neither the Developer, nor the Directors or Officers of the same, Nettner the Developer, nor the Directors of Officers of the same, nor the Architectural Control Committee, nor the members of said Owners Association shall have any liability nor responsibility at law or in equity on account of the enforcement of, nor on account of the failure to enforce these restrictions.

4. MINIMUM CAMPER AND/OR STRUCTURE REQUIREMENTS The following are minimum requirements to be used by the Architectural Control Committee in its approval of design, appearance

Architectural Control Committee in its approval of design, appearance and condition of camper and/or structure facilities:

(i) Mobile campers - The unit must be in good repair and of an attractive design and appearance.

(ii) Portable campers - The unit must be of commercial quality in good repair and of an attractive design and appearance. Portable or skid campers shall contain not less than 300 square feet of floor space in the enclosed living area, exclusive of open or screened porches or breezeways. It is especially provided that all exterior walls except redwood especially provided that all exterior walls except redwood and cedar must be painted or stained or if not painted then constructed of an approved commercial exterior material

(iii) Motor Homes - The unit must be in good repair and of an attractive design and appearance.

attractive design and appearance.
Mobile Homes - The unit must be in good repair and of an attractive design and appearance. Mobile homes shall be of a minimum size of 10 feet by 40 feet. A recent photograph of the unit shall be submitted with the application for approval referred to in the restrictions. Each mobile home, within 60 days, must be tied down and fully enclosed around the bottom in a manner and with materials approved by the Architectural Control Committee.

Conventional built residence (stick built) - Each conven-

Conventional built residence (stick built) - Each conventional built residence shall contain not less than 600 square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways or garage. Exterior walls shall be constructed of masonary, wood or other commercial siding approved by the Architectural Control Committee. The exterior walls except redwood and cedar shall be painted if and as required by the Architectural Control Committee.

tural Control Committee.

(vi) Storage Buildings - The unit must be of commercial quality in good repair and of an attractive design and appearance. Or stained or if not painted then constructed of an approved commercial exterior material other than metal.

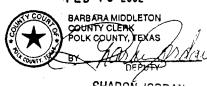
(vii) Tents - Tents shall be in good repair and of an attractive design and appearance. Tents can be used for temporary for more than 24 hours at any one time.

5. MINIMUM COMPOSITE LOT SIZE Any Camper and/or structure in excess of 400 square feet must be on a composite lot of no less than 4,000 square feet and any camper or structure in excess of 600 square feet must be on a composite lot of no

REMOVAL OF NON CONFORMING CAMPERS OR STRUCTURES
In the event of default on the part of the owner or occupant of any lot in observing the requirements of these restrictions and/or the requirements of these restrictions and/or the requirements of the Architectural Control Committee and with such default continuing after ten (10) days written notice thereof, Developer, the Architectural Control Committee, or its or their assigns shall without liability to the owner or occupant in trespans damages or without liability to the owner or occupant in trespass, damages or otherwise enter upon said lot and remove the Camper, Mobile Home or other structure in default. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay the cost of such removal immediately upon the receipt of a statement thereof.

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7. FENCES

Fences, subject to the approval of the Architectural Control Committee, shall be permitted to extend to the side and back lot lines and to no less than 5 feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions or shown on the plat of said Subdivision.

8. LOCATION OF IMPROVEMENTS ON LOT AND COMPOSITE SITE

No building, mobile home, camper or structure other than a fence
shall be located nearer to the side street line than 5 feet or nearer
to the side lot line or rear lot line than 5 feet. "Side lot line"
and "rear lot line", respectively, as used in this paragraph, in
respect to any two or more contiguous whole and/or fractional lots
owned by (and/or under a contract to be conveved by the undersigned owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, to) the same person or persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines and the rear lot line furthest from the front lot line considering said contiguous whole and/or fractional lots as and/or fractional lots is at least 30 feet at the widest portion thereof, and if the combined depth of said contiguous whole and/or fractional lots is at least 70 feet at the deepest portion thereof. fractional lots is at least 70 feet at the deepest portion thereof, but no other use may be made of any lot or fractional lot to the extent it has been grouped to alter these minimum setback requirements. No building, mobile home, camper or structure other than a fence shall be located nearer to the front lot line than 10 feet.

UTILITY EASEMENTS

There is hereby reserved the utility easements and drainage easements as shown on said plat of said subdivision and along and within 5 feet of the side and rear lines of all lots hereunder, and an within 5 feet of the side and rear lines of all lots hereunder, and an easement along and within 10 feet of the street lines of all lots hereunder and an easement over all streets for the purpose of installines, using, repairing and maintaining public utilities, water, sewer ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all a community unit, with the right of access thereto for the purpose of to include the right, without liability on the part of any one or all obstructions on said easement right-of-way, caused by trees, brush, obstructions on said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for the use of all public utility companies an unobstructed aerial easement ten (10) feet wide from a plane fifteen (15) feet above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for electric facilities.

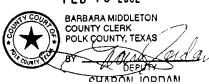
10. FLOWAGE EASEMENTS No improvement of any kind shall be constructed or erected on any lot hereunder which lies either partially or wholly within the Trinity River Authority of Texas flowage easements unless the owner of such lot or lots has obtained a building permit from the Trinity River Authority of Texas.

11. DEVELOPERS' EASEMENTS AND LOT USES Developer reserves unto itselves and its assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, waste water disposal lines, mains or pipes as well as other equipment necessary or incidental to the operation and

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maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this subdivision with water and waste water disposal.

Also, the Developer and its designees and/or its assigns may, on any lot and/or lots then owned by Developer, construct, maintain, use community center buildings, sales offices, signs, water wells and related pumping, storage, operation and maintenance facilities, and waste water treatment and disposal facilities.

12. SEWAGE DISPOSAL
All lots hereunder are subject to all of the terms and conditions of Texas Department of Water Resources Order 77-0714-1.

No outside toilet or privy shall be erected or maintained on any lot hereunder, nor shall any sewage be disposed of upon, in, or under any lot hereunder, except into a holding tank installed and operated pursuant to a license issued by the Trinity River Authority of Texas (TRA) or into an organized disposal system operated pursuant to a permit from the Texas Department of Water Resources.

All plumbing, lateral lines and holding tanks installed for the disposal of sewage on any lot hereunder shall conform with the requirements of the Health Department of the State of Texas, the Texas Department of Water Resources, the Trinity River Authority of Texas and the Local Health Authorities (if applicable).

In the absence of an operational, approved, organized sewage disposal system, a licensed holding tank system will be required for any permanent or semi-permanent facility, except non-residential, installed on any lot hereunder.

At such time as an organized sewage disposal system for the collection, treatment and disposal of sewage becomes available, sewage permanent facility, except non-residential, shall be erected, placed or maintained on any lot hereunder unless the owner thereof first presents system to the Architectural Control Committee.

Within ninety days of being notified of the availability of an organized disposal system all existing permanent or semi-permanent facilities, except non-residential, must be connected to said system.

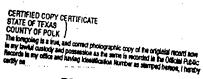
Self contained sanitation systems may be used by temporary campers, provided each meets the State of Texas environmental and self contained sanitation systems (permanently installed in a mobile camper or motor home with holding tanks, or self contained portable units) must be evacuated when needed and maintained in a sanitary designated dump station only.

13. TRASH AND PITS No pits, holes or other excavation shall be dug on any lot in the Subdivision except in connection with the actual construction of the foundation of the improvements to be erected thereon. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

14. PROHIBITION OF OFFENSIVE ACTIVITIES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

15. LOT NOT USED AS STREET
No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Developer, its successors and assigns.





16. LOT MAINTENANCE

The owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential and/or camping requirements or incident to construction of improvements thereon as herein permitted Incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything and refrigerators and other large appliances shall not be placed out of doors. In the event of default on the part of the owner or occupant of any lot in observing the above requirements and with such default continuing after ten (10) days written notice thereof, Developer or its assignee shall without liability to the owner or occupant in trespass, damages or otherwise enter upon said lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately

17. SIGN BOARDS No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any lot of the Subdivision, except that one (1) sign containing not more than three (3) square feet of surface area may be displayed for the sale of a dwelling and lot, but only after the construction of the dwelling house has actually been started. No such signs for the sale of unimproved lots shall be permitted.

Notwithstanding anything to the contrary contained herein, the Notwithstanding anything to the contrary contained herein, the Developer reserves for itself and designated agent or agents the right to use any lot or lots for a temporary office location and the right

- 18. ANIMAL HUSBANDRY No animals or birds, other than household pets, shall be kept on any lot.
- 19. HUNTING AND FIRE ARMS No hunting or discharging of fire arms shall be permitted on any lot or on any part of the subdivision.
- No water well shall be drilled upon any of the said numbered lots by the owners thereof for one (1) year from the date hereof, nor so long thereafter as water for domestic uses shall otherwise be available to the owners of said lots; but nothing herein contained shall be construed as prohibiting the said Developer, its successors, assigns or nominees, from drilling a well or wells on the reserved assigns or nominees, from drifting a well or wells on the reserved area or any lot of said Subdivision for the purpose of supplying water to the owners of any property in said Subdivision or in any addition
- 21. PRIVATE STREETS All of the roads and streets within the Subdivision are private, will remain private, and will be maintained from the Maintenance Assessments provided for herein. Additionally, the County of Polk will never be requested by Developer, the Property Owners Association, or any of the Property Owners individually to accept the roads and

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- 22. IMPALA WOODS PROPERTY OWNERS ASSOCIATION, INC. Definitions:
  - (a) "Association" shall mean and refer to Impala Woods Property
    Owners Association, Inc., its successors and assigns. The
    Association has the power to collect and disburse those
    maintenance assessments as described in Paragraphs 23 and
  - (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the properties including contract security for the performance of an obligation.
  - (c) "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of
  - (d) "Common Area" shall mean all real property, if any, owned by the Association for the common use and enjoyment of the owners.
  - (e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common areas and all reserves.
- 23. MAINTENANCE ASSESSMENTS

  Developer imposes on each lot owned within the properties and hereby covenants and each owner of any lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association the following: inafter provided. The annual assessments or charges to be established and collected as here-costs and reasonable attorney's fees, shall be a charge on the land such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by Developer for the purpose of securing payment of said charge assigned to the Association without recourse on Developer in any manner for the payment of said charge and indebtedness.
- 24. PURPOSE OF ASSESSMENTS
  The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the streets and common area. The proceeds of the regular annual expenditures incurred in construction of the recreation facilities.
- 25. MAXIMUM ANNUAL ASSESSMENTS
  Until January 1, 1982 the maximum monthly assessment shall be five and 50/100 Dollars (\$5.50) per lot, the owner of which owns only one lot and Three and No/100 (\$3.00) per lot for all lots in excess of one.
  - (a) From and after January 1 of the above mentioned year the maximum annual assessment may be increased each year not for the previous year up to \$8.50 and \$5.00 per lot respectively, without a vote of the membership. This increase may be cumulative.
  - (b) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum allowable for any one year.

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POLK COUNTY, TEXAS

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lot, within a calendar year, can change as the character of ownership changes. The applicable assessment for such a lot shall be prorated according to the rate required of each type of ownership.

31. EFFECT OF NON-PAYMENT OF ASSESSMENTS

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum. The Association may bring an action at law against the owner personally obliged to pay the same or foreclose the lien against the property. No owner may waive nor otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

32. SUBORDINATION OF LIEN

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability of any assessments thereafter becoming due or from the lien thereof.

33. ENFORCEMENT
The Association or any owner 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 those deed restrictions. Failure by the Association or by any owner to enforce any covenant or restrictions herein shall in no event be deemed a waiver of the right to do so thereafter.

- 34. SEVERABILITY
  Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.
- 35. AMENDMENT TO THE ABOVE DEED RESTRICTIONS
  The covenants and restrictions of this declaration shall run with and bind the land for a term of forty (40) years from the date this declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless a simple majority of the then owners elect to annul the restrictions.

WITNESS THE EXECUTION hereof on this the 21st day of  $\;$  June 1979.

Mich Tont Block Oont)

Polones Blaylock, Asst. Secretary

IMPALA WOODS DEVELOPMENT COMPANY

E. D. Lyles, Vice President

THE STATE OF TEXAS

ATTEST:

TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared E. D. LYLES, Vice President of IMPALA WOODS DEVELOPMENT COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said IMPALA WOODS DEVELOPMENT COMPANY, a Corporation, and that he executed the same as the act of such corporation for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21stday of June

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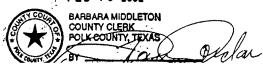
Notary Public in and for Harris County, Texas

BARBARA McDANIEL

Notary Public Harris County, Texas
My Commission Expires December 31, 19.8.Q.,

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26. OWNER'S EASEMENT OF ENJOYMENT

Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.
- (b) The right of the Association to suspend the voting rights and right to use of the recreation facility by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded.
- (d) The right of the Association to collect and disburse those funds as set forth in Paragraph 22.
- 27.  $\frac{\text{DELEGATION OF USE}}{\text{Any owner may delegate in accordance with the by-laws his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.}$
- 28. MEMBERSHIP AND VOTING RIGHTS

  Every owner of a lot which is subject to assessment shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting memberships:

Class A Class A members shall be all owners with the exception of Developer and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote on such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a lot.

Class B Class B members shall be Developer or its assigns and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (1) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership including duly annexed areas; or (2) on January 1 of 1982.

29. ANNEXATION

An overall preliminary plan showing all areas to be ultimately included in the Association's boundaries is on file in the office of the Developer.

30. RATE OF ASSESSMENT

Each lot shall commence to bear their applicable maintenance fund assessment from the earlier of the date of the agreement for deed from Developer as seller to a purchaser or of the conveyance by Developer as Grantor. Lots owned by Developer are exempt from assessment. For lots owned by Developer which are reacquired after sale by repossession or cancellation of sales contracts neither the lot nor the Developer shall be liable for non-paid assessments before the time of repossession or sales contract cancellation. The rate of assessment for an individual

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