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STATE OF TEXAS

KNOW ALL MEN BY THE PRESENTS:

COUNTY OF FREESTONE

RESTRICTIONS FOR SOUTHERN OAKS SUBDIVISION

PHASE II

That CHAMBERS DEVELOPMENT CO. INC. a Texas Corporation, acting herein by and through its duly authorized officers, hereinafter called "Developer," being the owner of all that certain tract of land out of the D. Bratt Survey, as platted of Record in Plat Cabinet B, Envelope 41 of the Plat Records of Freestone County, Texas, do hereby impress all property included in the above named Subdivision with the following restrictions:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by CHAMBERS DEVELOPMENT CO. INC. (and/or by its designees, from time to time) to protect the owners of lots in this Subdivision against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general, to provide adequately for a high type of quality of improvements on said property, and thereby to enhance the value of investments made by purchasers of lots therein.

The undersigned, the Architectural Control Committee, and the officers and members thereof shall not be deemed to have assumed any liability with regard to any undertaking by consequences of its enactment and enforcement of, or failure to enact or enforce minimum standards for any improvements, and no act or omission shall be construed to imposed any liability upon the undersigned, said Architectural Control Committee, or the officers and members thereof for damages which any grantee may sustain.

2. The Committee may, as a condition to its approval, make any requirements in its judgment that are deemed proper, including the following requirements:

A. That the mobile home or camper unit must be in good repair and of an attractive design and appearance.

B. That any mobile home or camper must be manufactured of a design, appearance, and quality comparable to those built by a commercial manufacturer.

C. Water service must be connected and an approved septic system must be installed before any mobile home, travel trailer (unless self-contained) or house is occupied, even though used for camping only.

3. No residence, outbuilding, structure, fence or construction of any kind shall be constructed, erected or placed on any lot in this Subdivision until the building plans, specifications and plot plans showing the location of said improvements have been submitted to and approved in writing by the Architectural Control Committee for the Subdivision. The original Architectural Control Committee will be chaired by GARY D. DOUGLAS. The Committee so constituted may at any time, but no later than January 1, 1995, transfer all of the powers herein given to an Architectural Control Committee composed of owners of lots in Subdivision duly selected by democratic process by all of such lot owners.

4. All lots shall be known and described as lots for residential purposes only. Only a one-family residence may be erected, altered, placed or permitted to remain on any lots or any lot, and adjoining fractional part of another lot. These residential lots shall not be used for business purposes of any kind nor for any commercial, manufacturing or apartment house purpose.

5. No building shall be nearer than five (5') feet to either the side or rear property lines.

There shall be an easement reserved forever of a width of ten (10') feet across the front or street side of each lot for the construction of bar ditches, storm drains, and driveways as necessary for the maintenance and construction of roads to serve the lots in this Subdivision. The above named ten (10') foot easement shall at all times be kept free and clear of all fences, buildings, trees, or other obstructions that would hinder the maintenance or construction of such bar ditch or storm drains. In further regards to this, no building shall be nearer than fifteen (15') feet of the named ten (10') easement (i.e. no building shall be nearer than twenty-five (25') feet to the front or side of each lot.)

An easement with right of ingress and egress is reserved in all the above for utility installation, service, and maintenance, including the right to keep same clear of shrubbery and trees. Said easement are for the construction, and perpetual maintenance of conduit, poles, wires, guy wires as necessary and fixtures for electric lines, gas lines, telephone lines, water lines, sewer lines, sanitary and storm sewers, road drains and other public utilities. Wires, cables, or crossarms may extend over portions of said lots not within the easement so long as it does not hinder the construction of buildings.

6. All permanent homes shall contain not less than 720 sq. ft. of floor space in the enclosed living area, exclusive of open or screened porches, breezeways, or garages. Permanent mobile homes may be placed on and used on any lot in the Subdivision, but shall be not less than 14 feet wide and 40 feet long, exclusive of open or screened porches, breezeways, or garages. All residences, mobile or modular type homes must be underpinned within 90 days of set-up on any lot. Approved recreational vehicles may remain on any lot for temporary use so long as the same has been approved by the Architectural Control Committee in writing.

7. No residence of "box" or "sheet metal" construction shall be erected, placed or permitted to remain on any lot nor shall any structure of a temporary character be used at any time as a residence. Outbuildings such as storage buildings, may be constructed of "sheet metal" if the material and the specifications for constructed are first approved in writing by the Architectural Control Committee.
8. No old or existing house, pre-built or pre-fabricated house or structure, mobile home or modular type home shall be moved, placed or maintained on any lot without prior written approval of the Architectural Control Committee.
9. Exterior walls of all buildings and improvements shall be constructed of masonry, wood or other commercial siding approved by the Architectural Control Committee, provided that all exposed wood surfaces and cement block surfaces shall be painted with at least two coats of good quality paint. No metal roofs shall be used unless approved by the Architectural Control Committee.
10. All exterior walls must be completed and painted as required and roof must be completed within ninety (90) days after the start of the construction. Outside storage of building supplies on any lot in this Committee shall be permitted only during said ninety (90) day construction period.
11. All lavatories, toilets and bath facilities shall be completely installed before the residence is occupied.
12. All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected with adequate septic tanks and lateral lines constructed to comply with the specifications of the State and Local Health Authorities and no "outside " or surface toilets shall be permitted under any circumstances. The installation of septic systems on all lots shall be governed by the Tarrant County Water Authority.
13. No water well shall be drilled upon any of the said lots by owners thereof as long as domestic uses shall otherwise be available to the owners of said lots. Water for domestic use as herein used shall be defined as sufficient water to satisfy the customary and ordinary requirements of a residential household for drinking, bathing, cooking, washing, and operation of the sanitary facilities. Nothing herein contained shall be construed as prohibiting the said "Developer," its successor, assigns or nominees, from drilling a well or wells on the reserved area of any lot in said Committee for the purpose of supplying water to the owner of any property in said Subdivision or in any addition thereto.
14. The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with property and the community at any particular time. At no time shall junk cars or other inoperable equipment be stored on lot. Upon the failure of the lot owner to keep the premises in a clean and orderly condition, the "Developer," its successors or assigns may have the lot cleaned, or junk cars and equipment removed and the cost or expense thereof shall be payable by the owner of said lot to the "Developer," its successors or assigns.
15. No pits, holes or other excavations shall be dug on any lot except in connection with the actual construction of the foundation of the improvements to be erected thereon. No lots shall be used or maintained as a dumping ground for rubbish, trash. Garbage or other waste shall not be kept except in sanitary containers.

16. No lot may be subdivided for any reason except that nothing herein contained shall prevent the "Developer" from subdividing lots prior to their initial sales.

17. Notwithstanding anything to the contrary contained herein, the "Developer" reserves for itself and its designated agent or agents the right to use any lot or lots for a temporary office location and the right to place a sign on any lot.

18. No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed maintained or permitted to remain on any residential lot, except that one (1) sign containing not more than three (3) sq. ft. of surface area may be displayed for the sale of a dwelling house 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.

19. Domestic animals such as dogs, cats, and other animals customarily maintained for domestic purposes may be maintained on the premises with the exception that no fowl, nor hogs, nor sheep, nor goats, nor horses, nor cattle of any breed or variety may be maintained on the premises at any time for any purpose, including a temporary holding period. All animals allowed by these restrictions to be maintained on the premises must be kept and maintained in a sanitary, non-odorous and inoffensive condition at all times and shall be restrained in such a manner so as to not be a nuisance to the neighborhood. But nothing herein contained shall be construed as allowing the operation of any dog or cat kennel.

20. 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.

21. No hunting or discharging of firearms shall be permitted on any lot or any part of this Subdivision.

22. If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any person or persons owning any lot in said Subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restrictions and covenants, either to prevent him or them from doing so or to correct such violation or to recover damages or other relief for such violations. Invalidation of any one or any part of these restrictions by judgment or court order shall in nowise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

23. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this Subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for successive period of ten (10) years unless, by vote of three-fourths ($\frac{3}{4}$) majority of the then owners of the lots in said Subdivision (each lot having (1) one vote) taken prior to the expiration of said twenty-five (25) year period and filed for record in said County, it is agreed to amend or release same.

24. An assessment is hereby made of SIX DOLLARS (\$6.00) per month per lot to each owner of only one lot and an assessment of FOUR DOLLARS (\$4.00) for any number of lots in excess of one, payable annually on the first (1st) day of January of each year. The assessment charge for a lot purchased during the calendar year shall be prorated from the date of purchase to the end of that calendar year.

The assessment is payable to the Architectural Control Committee at its office in Freestone County, Texas or at such other address as may be fixed by the Architectural Control Committee. Such charges and assessments to be secured by an assessment lien upon said lots if not paid within sixty (60) days of the due date and such assessment lien may be imposed and foreclosed by the Architectural Control Committee in whom such authority is hereby vested or its successors or designees including any homeowners association formed by the majority vote of the owners of lots in the Subdivision for carrying on the functions of the Architectural Control Committee.

The fund created by the assessment in charges shall be used to cover expenses incurred in the maintenance and operation of the properties and facilities of the Committee or for Community improvements thereon, including but not limited to the construction and reconstruction, improvement and maintenance of roads, swimming pool, clubhouse, parks, and other improvements and for the security system's patrol or guards at said Subdivision and for such other uses as may be approved by the Architectural Control Committee.

The assessment charge may be raised by a majority vote of owners of lots in the Subdivision (at a meeting) duly convened for that purpose.

Such assessment charges shall extend for the life of these restrictions and covenants, shall be extended automatically at the same time the restrictions and covenants may be extended, and shall terminate upon the termination or release of said restrictions and covenants as herein above provided.