

RESTRICTIVE COVENANTS  
THE WOODHOLLOW ADDITION

THE STATE OF TEXAS            §  
COUNTY OF SMITH            §            KNOW ALL MEN BY THESE PRESENTS:

WOODHOLLOW DEVELOPMENT CORPORATION, a Texas corporation, acting herein by and through its duly authorized officers, as owner, does hereby adopt and impress the following Restrictive Covenants upon the following described property, which is hereby designated as a separate and distinct subdivisonal unit:

All that certain lot, tract or parcel of land as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

The covenants, conditions and restrictions hereinafter set forth shall constitute covenants running with the land and persons or entities acquiring property in the subdivision, whether by purchase, descent, devise, gift or otherwise, and each person or entity by the acceptance of title to any lot within the subdivision, shall thereby agree and covenants to abide by and perform the covenants, conditions and restrictions as set forth herein.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to

recover damages or other dues for such violation. The term "parties" or "party" does not include the Architectural Control Committee hereinafter appointed by these restrictive covenants.

#### C O V E N A N T S

1. Land Use. All lots in the subdivision shall be used, known and described as residential lots. No building or structure shall be erected, altered, placed or permitted to remain on any residential lot other than a single family residential dwelling and, if any, its customary and usual accessory structures (unless prohibited elsewhere herein). No building or structure shall exceed 2 stories in height.

2. Dwelling Size. Each one story dwelling shall contain a minimum of 1,700 square feet of covered floor area, exclusive of all porches, garages or breezeways attached to the main dwelling. Each 1½ story or 2 story dwelling shall contain a minimum of 1,800 square feet of covered floor area, exclusive of all porches, garages or breezeways attached to the main dwelling.

3. Garage. Each dwelling shall provide enclosed garage space for a minimum of 2 conventional automobiles. Garage shall be attached to dwelling. Driveways shall be concrete or other material expressly approved by the Architectural Control Committee.

4. Setback Requirements. No building or structure of any type shall be located nearer than 30 feet to the front property line. No building or structure of any type shall be located nearer than 8 feet to any side property line. No

building or structure of any type shall be located nearer than 20 feet to rear property line.

5. New Construction. All dwellings and structures erected on any lot shall be new construction. Old buildings may not be placed on any lot even if they meet all other requirements.

6. Roofs. All dwellings and structures shall have a minimum roof pitch of 5/12. No white roofs will be approved.

7. Exterior Walls. Exposed exterior wall area, exclusive of doors, windows and gable area shall be 60% brick or stone construction. External wall material, exclusive of the brick or stone area, shall be of standard construction material selected and designed to add to the architectural appearance of the building.

8. Fences. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to the street than the minimum building setback line. No fence, wall or hedge shall exceed 6 feet in height. All clothes lines and storage buildings must be enclosed within fences, walls or landscaping so as not to be visible from the immediate street.

9. Signs. No sign or signs shall be displayed to the public view on any lot, except that, any builder, during the applicable initial construction and sales period, may utilize one professional sign per lot for advertising and sales purposes: Thereafter, a dignified "For Sale" or "For Rent" sign may be utilized by the owner of the respective lot.

10. Garage Storage. Any garage being used for storage

shall be kept closed at all times except when in immediate use for ingress or egress.

11. Boats, trailers and recreational vehicles. No boats, trailers, mobile home, camper, boat trailer, motor home, or similar wheeled vehicle shall be stored nearer to the street than the front of the living unit situated thereon.

12. Commercial Vehicles. No commercial-type vehicles and no trucks shall be stored or parked on any lot except in a closed garage, nor parked on any residential street except while engaged in delivery to or transport from a residence. For the purposes of this covenant, a 3/4 ton or smaller vehicles (commonly known as a pickup truck) shall not be deemed to be a commercial vehicle or truck.

13. Firearms. Use of firearms on the premises is prohibited.

14. Commercial Use. No business or commercial operations or functions of any kind or nature shall be permitted on said property or any portion thereof. However, a portion of any dwelling may be used as a private office to be used only by the owner thereof and with business to be conducted only within the confines of such home. No signs or display of any nature related to the operation of a business, commerce or professional, shall be displayed on any portion of said property.

15. Unused Vehicles. No auto, truck, boat, motorcycle, or other vehicle not registered and/or without current inspection sticker shall be allowed to remain on said premises

at any time.

16. Plumbing Facilities. No septic tanks. All lots shall be attached to sanitary sewage systems.

17. Animals. No residential lot shall be used for the purpose of keeping, breeding or raising any animals for commercial purposes, or as a place for keeping horses, mules, cattle or other animals or poultry; provided, however, that the occupants of each dwelling may keep the usual and customary household pets. No commercial cat or dog kennel shall be permitted. All dogs must be confined to the owner's lot except when on leash. All dogs and cats are required to have current rabies shots.

18. Offensive Activities. No noxious or offensive activity shall be conducted on any lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the subdivision or any portion thereof.

19. Sanitation and Unsightly Objects. All lots shall be kept clean and free of trash, rubbish, garbage, debris, or other unsightly objects or materials at all times. Trash, garbage or other wastes shall be disposed of in a sanitary manner and all containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean, sanitary condition inside garages, behind decorative fences, or otherwise hidden from the view of the street. The Architectural Control Committee shall have the right to direct entry upon any lot for the removal of refuse or other unsightly objects or materials at the expense of the owner, and any such entry shall not be deemed a trespass.

20. Temporary Toilet. Each lot owner shall arrange for temporary toilet facilities during construction of any improvements upon his lot.

21. Weed Control. Each lot owner shall be responsible for mowing his lot a minimum of twice each year, the first mowing to be completed by July 1 each year and the second mowing to be completed by November 1.

22. Resubdivision. Resubdivision of any lot or combination of lots within the subdivision is prohibited.

23. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or 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 in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

24. Architectural Control Committee. The Architectural Control Committee shall be composed of WILLIAM L. MORROW, Flint, Texas, LEL L. MEDFORD, A.I.A., Tyler, Texas, and CHARLES F. HANNA, A.I.A., Tyler, Texas. The business address of the corporation is 700 Spruce Hill Road, Flint, Texas, 75762. The

Committee shall function as the representative of the owners of the subdivision lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first class residential subdivision. No building, structure, or improvements of any nature shall be erected, placed or altered on any lot until the construction plans and specifications, including exterior paint colors and type of brick or stone, and a plot plan showing the location of such building, structure or improvements have been submitted to and approved in writing by the Committee as to (a) quality of workmanship and materials, (b) conformity and harmony of external design with existing structures, (c) location with respect to topography and finished grade elevation, and (d) the other standards set forth within this instrument. Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee, and the other set will be marked "Approved", signed by two members of the Committee, and returned to the lot owner. If found not to be in compliance with these covenants and restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these restrictions and covenants. Any modifications or changes to the approved set of plans and specifications must again be

submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required in these covenants shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, and if no suit to enjoin the construction is commenced prior to substantial completion of such construction, then Committee approval shall be presumed.

25. Completion Dates. The purchaser of any lot in the subdivision must begin construction of a dwelling house on the said lot within one (1) year from the date of purchase and must complete construction of said dwelling house within six (6) months from the date of approval of the Architectural Control Committee. In the event construction of a dwelling house is not begun or completed as herein provided, the owner of said subdivision shall have the option, any time thereafter, of purchasing said lot and improvements, if any, for the price paid for said lot by the purchaser. In the event the owner of said subdivision elects to exercise said option, notification of the election must be made to the purchaser, in person, or mailed to his last known address, as shown on the records of the owner of the subdivision, within forty-five (45) days of the applicable time period set out herein. Extensions of beginning dates for construction and extensions of completion dates may be granted by the Officers of the Corporation, at its sole discretion, for good cause shown.



26. Gas Utilities. ENTEX, INC., a company engaged in the business of distributing and selling natural gas, has agreed to provide adequate approach gas mains and all distribution gas mains necessary to furnish dependable natural gas service to each lot in the subdivision. Each lot owner shall have installed, as a minimum, gas water heating and gas central comfort heating appliances as the primary energy source in the dwelling unit constructed upon said lot. In the alternative, the purchaser of any lot may pay to ENTEX, INC. a non-utilization gas facilities demand charge in the amount of \$300.00. Such payment shall be due and payable to ENTEX, INC. within thirty (30) days after ENTEX, INC. notifies the owner of any lot that such payment is due.

All past due payments shall bear interest at the rate of Ten Percent (10%) per annum, and in the event the collection of said amounts is placed in the hands of an attorney, or attorneys, the owner of each lot upon which said payment is due agrees to pay reasonable attorney's fees and other necessary legal expenses.

27. Duration. These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of fifteen (15) years from date this instrument is recorded. After which time, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 70% of the then owners of the lots has been recorded

agreeing to change said covenants and restrictions, in whole or in part.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

28. Property Owners Association. There is hereby created The Woodhollow Subdivision Property Owners Association, the membership to be comprised automatically of all record owners of fee simple title to any lot which is a part of the subdivision. Each member of the Association shall be entitled to one (1) vote for each lot owned. Assessments shall be imposed upon each owner-occupied or leased residence, and such assessment shall begin upon delivery of possession to such owner-occupant or tenant in possession, it being understood that such assessment is strictly imposed upon the owner of the premises in question. Any such owner on which an assessment is imposed is hereby deemed to covenant and agree to pay to the Association any and all assessments or charges to be established and collected as provided in the Buy-Laws of the Association, and any such assessment or charge, together with interest, cost, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the

time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The assessments levied by the Association shall be issued for the following purposes:

1. To exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth in this section;
2. To affix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the restrictions referred to above; and, as agent, pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Corporation;
3. To maintain property owned by the Association;
4. To construct and maintain lights on streets located in the Subdivision;

The initial assessment shall be established by the Architectural Control Committee, and future changes to such amounts of assessment shall be made by a majority of the membership of the Association, it being understood that owners and members of the Association shall be entitled to one (1) vote for each lot owned by any such owner.

It is agreed and understood that the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for