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THE STATE OF TEXAS §
COUNTY OF WALKER §

KNOW ALL MEN BY THESE PRESENTS THAT:

Stephen H. Dawson and wife, Mary Dawson, (hereinafter called the "Declarant" whether one or more), are the owners in fee simple of that certain tract of land which has heretofore been platted into that subdivision known as "Majestic Forest" according to the plat of said subdivision duly recorded in Volume 1, Page 48, of the Plat Records of Walker County, Texas, and said plat and record thereof are incorporated herein by reference and made a part hereof for all intents and purposes as if the same were copied verbatim herein.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all the real property situated within the subdivision and each part thereof shall be held, sold and conveyed only subject to the following reservations, easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in any lot or tract constituting a part of said subdivision or any portion thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. Each contract, deed, deed of trust, or other instrument which may be hereafter executed with respect to any lot situated within the subdivision shall be deemed and held to have been executed, delivered and accepted subject to all the terms and provisions contained herein, regardless of whether or not any of such terms and provisions are set forth therein or referred to therein.

2. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

(a) The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility authorized to operate and/or operating in Walker County, Texas, as well as

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for the benefit of the Declarant and the property owners in the subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power lines, telephone lines, gas lines, water lines, storm sewers and any other utility or service which the Declarant may find necessary or proper.

(b) The title conveyed to any property in the subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer, poles, pipes, conduits or other appurtenances or facilities constructed by the Declarant or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Declarant.

(c) The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Declarant.

(d) Neither the Declarant, nor his heirs, successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the land owner situated on the land covered by said utility easements.

3. The provisions hereof, including the reservations, easements, covenants, conditions and restrictions herein set forth, shall run with the land and shall be binding upon the Declarant, his heirs, successors and assigns, and all persons or parties claiming under him or them for a period of twenty-five (25) years from the date hereof, at which time all such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of twenty-five (25) years or ten (10) years, the then owners of sixty (60%) per cent of the lots in the subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid twenty-five (25) year period or any successive ten (10) year period thereafter.

4. In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions, or restrictions herein contained, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such provisions, including, but not limited to, a proceeding to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provision. Any person found to have violated or to have attempted to violate any of the provisions hereof in any proceeding at law or in equity hereby agrees to pay to the opposite party reasonable attorneys fees for the services of the opposite party's attorney in the action or proceeding,

such fees to be fixed by the Court. It shall be lawful for the declarant or any person or persons owning property in the subdivision to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any of such provisions. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.

5. Should any portion of this instrument for any reason be declared invalid, such decision shall not affect the validity of the remaining portion, which remaining portion shall remain in full force and effect as if this instrument had been executed with the invalid portion thereof eliminated.

6. No violation of the provisions herein contained, or any portion thereof, shall affect the liens created by any mortgage, deed of trust or other instrument presently of record or hereinafter placed of record or otherwise affect the rights of any person holding under the same; and the liens created by any of such instruments may, nevertheless, be enforced in accordance with its terms; provided, however, that the provisions hereof shall be binding on any owner whose title is acquired by judicial or other foreclosure, by trustee's sale or by other means.

7. Each lot in the subdivision shall be used as a residence for a single family and for no other purpose.

8. No building shall be erected, altered or permitted to remain on any lot within the subdivision other than one single-family residential dwelling, a private garage (or other covered car parking facility) and a storage building. Each lot shall have a driveway. The term "residential dwelling" shall include modular construction, conventional construction and double-wide mobile homes.

9. The living area of each single-family residential dwelling (exclusive of open or screened porches, terraces, driveways, garages (or other covered car parking facility) and outbuildings) shall not be less than 1,000 square feet. The exterior materials of all structures permitted to be constructed or erected upon a lot within the subdivision may be of any material except Standard Mobile Home Siding (as distinguished from Optional Grade Siding). All roofs must be either composition, shingle, shake or built up (no metal roofs shall be allowed). All dwellings must have a garage or carport constructed with the same exterior material as is on the dwelling. All dwellings must be on a concrete foundation (slab or runners and beams). All dwellings must be enclosed to ground level with the same exterior material as is on the dwelling. The exterior of the storage building shall be covered with either painted metal (baked on), wood, brick or stone or a combination thereof.

10. No building shall be located on any lot nearer to the front street, side street, interior side lot lines and rear lot lines than the minimum building set-back lines shown on the aforesaid plat.

11. Driveways shall be entirely paved of concrete, asphalt, or red crushed rock (or a combination of the foregoing materials) and plans and specifications for driveways shall be included with the construction plans and specifications to be submitted to the Declarant, as provided for herein.

12. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot within the subdivision, nor shall any oil or gas wells, tanks, tunnels, mineral excavation or shafts be permitted upon any lot within the subdivision. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any lot.

13. All septic tanks, grease traps, field lines or single home waste disposal systems shall be installed in accordance with the guidelines of the Texas Department of Health, such guidelines presently set out in a pamphlet entitled "Construction Standards for Private Sewage Facilities". No outside toilets shall be permitted in said subdivision.

14. No lot in the subdivision shall be resubdivided in any fashion or manner.

15. No building or other improvements of any character shall be created or placed, or the erection or placing thereof commenced, or changes made in the design thereof or any addition made thereto, or exterior alteration made therein after original construction, on any property in the subdivision until the construction plans and specifications and a plat showing the location of each building or other improvements have been first approved in writing by Declarant. If said construction plans and specifications and plat be not approved or disapproved by Declarant within thirty (30) days after the same have been submitted to him, the same shall be deemed to have been approved by the Declarant; provided, however, such building or other improvements must be constructed in strict compliance with all other terms and provisions contained in this instrument.

16. No structure of a temporary character or any trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot within the subdivision at any time as a residence. No junk automobiles (those not in running condition and currently licensed by the State of Texas to operate upon public streets) may be kept on any property in the subdivision.

17. No rubbish, trash, garbage, manure, debris or other waste material shall be kept or permitted on any lot within the subdivision except in sanitary containers located in appropriate areas concealed from public view.

18. No business of any kind shall be conducted on or from any lot within the subdivision, with the exception of the business of the Declarant, his heirs, successors and assigns, in developing and selling lots situated within the subdivision to the general public.

19. No noxious or offensive activity shall be carried on in or on any lot within the subdivision. No animals, livestock or any poultry of any kind shall be raised, bred or kept on any lot within the subdivision; however, dogs, cats and any other household pets may be kept on lots within the subdivision so long as they are not kept, bred or maintained for commercial purposes. No pet shall be permitted to run loose, but shall always be kept on a leash or confined to the lot owners premises by an adequate fence.

20. No sign of any kind shall be displayed to public view on any lot within the subdivision, except customary name and address signs and lawn signs of not more than three square feet in size advertising a property for sale or rent.

21. Nothing shall be done or kept on any lot within the subdivision which would increase the rate of insurance relating thereto, and no owner shall permit anything to be done or kept on his lot or building site which would result in the cancellation of insurance on any residence, or which would be in violation of any law.

22. All lots in the subdivision shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot within the subdivision for storage of material or equipment except for normal residential requirements.

23. Nothing contained in this instrument shall prevent Declarant from maintaining a sales office or offices nor from storing supplies and/or equipment upon any lot or lots within the subdivision.

24. Each owner of a lot within the subdivision shall, at his sole cost and expense, repair all buildings or other improvements of any character on his lot, keeping the same in a condition comparable to the condition of such building or other improvements at the time of their initial construction, excepting only normal wear and tear.

25. If all or any portion of a 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 two (2) 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 this Paragraph 25 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 improvement 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.

26. As used herein, the word, "Declarant," shall mean Stephen H. Dawson and Mary Dawson, and their heirs and assigns, provided such heirs or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development and/or resale to third parties.

27. As used herein, the word, "lot," shall mean any plot of land as shown on the recorded subdivision map referred to above with the exception of the streets and roads.

28. All of the provisions contained in this instrument shall be covenants running with the land thereby affected. The provisions of this instrument shall be binding upon and inure to the benefit of the owners of the land affected and the Declarant and his heirs, executors, administrators, successors and assigns.

29. The pronouns used in this instrument are the masculine gender but shall be construed as feminine or neuter as the occasion may require.

30. The record owners of each lot in the subdivision shall pay their pro rata part of the cost of operating the street lights within the subdivision. Each lot owners pro rata part shall be added to his monthly electrical bill by Gulf States Utilities Company, or the electrical company then servicing the subdivision. The charges therefor shall be in accordance with the electrical company's specific rate schedule for such service as same exists on the date of each billing.

EXECUTED this 30 day of May, 1978.

Stephen H. Dawson
STEPHEN H. DAWSON

Mary Dawson
MARY DAWSON

THE STATE OF TEXAS

COUNTY OF WALKER

BEFORE ME, the undersigned authority, on this day personally appeared STEPHEN H. DAWSON and MARY DAWSON, known to me to be the persons whose names are subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30 day of May, 1978.

Mary M. Allen
NOTARY PUBLIC, WALKER COUNTY, TEXAS

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filed for record in my office on the 31 day of May, 1978 and duly recorded by me on the 31 day of May, 1978 in Vol. 320, Page 489 of the Deeds records of Walker County, Texas.

THIS CERTIFIES that the foregoing instrument was day of May, 1978 and duly recorded by me on the 31 day of May, 1978 in Vol. 320, Page 489 of the Deeds records of Walker County, Texas.

J. L. FERGUSON

County Clerk, Walker County, Texas

By Jamie Powell, Deputy

WCF No. 111