

05153

DECLARATION OF RESERVATION, EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS

DOGWOOD SUBDIVISION  
SECTION III

THE STATE OF TEXAS  
COUNTY OF WALKER

} KNOW ALL MEN BY THESE PRESENTS:

That M. B. Etheredge, Mance E. Park and Jack Parker, hereinafter jointly called the Declarant, are the owner in fee simple of that certain tract of land which has heretofore been platted into that certain subdivision known as Dogwood Subdivision Section III according to the plat of said subdivision duly recorded in 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 and attractiveness and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all 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 property 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.
3. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded in Volume 1, Page 196, of the Plat Records of Walker County, Texas. No shrubbery, fence, or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the owner situated within any such easement.
4. 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, and all persons or parties claiming under them for a period of twenty (20) 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 (20) years or ten (10) years, the then owners of fifty-one (51%) percent of the lots

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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 (20) year period or any successive ten (10) year period thereafter.

5. 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 such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereby 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 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 for 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 the provisions of this instrument. 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.

6. Invalidations of any one of these reservations, easements, covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

7. 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.

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

9. 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 in height and a private garage. A lot in Section 3 is considered a tract of land containing at least 2.5 acres and having 100 foot frontage on a public road.

10. No structure of a temporary character, trailer, mobile home, modular home, building or structure manufacturer off of a lot, basement, tent, shack, garage, accessory building, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No building or structure whatsoever shall be moved from another location to a lot within this subdivision.

11. Any residence constructed on said lots must have a living area of not less than 1,000 square feet, exclusive of open or screened porches, terraces, patios, driveways, and garages. The exterior materials of any residence permitted to be erected or constructed on any lot within the subdivision shall be either masonry or wood or a combination of the two. No Residence shall have a wood shingle roof. No building used for a residence or accessory building may be constructed of tin, iron, metal or similar substances.

12. No building shall be located on any lot within the subdivision nearer than fifty (50) feet to the front boundary lot line, nearer than fifty (5) feet to the rear boundary lot line and nearer than ten (10) feet to a side boundary lot line.

13. Driveways shall be entirely paved of concrete, asphalt, or 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. Culverts for driveways shall be at least twelve (12) inches in diameter, shall be at least twenty (20) feet in length and shall be constructed of concrete or steel. No ten horn culverts shall be used for driveways within the subdivision.

14. 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 them, 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.

15. No lot in the subdivision shall be resubdivided in any fashion or manner, except lots containing 5 acres or more may be divided in such manner that the smallest parcel of land will contain 2.5 acres and must have 100 foot frontage upon a public road.

16. Any garage placed on any lot within the subdivision which faces or opens toward the street must be finished with shiplap, paneling or sheetrock. All buildings constructed upon any lot within the subdivision must be "dried in" within six (6) months from the date construction commences and completed within one (1) year from the date construction commences. As used herein, the term "dried in" means that the outside exterior of the building must have the appearance of a completed building.

17. 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 in developing and selling lots situated within the subdivision to the general public.

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

19. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All equipment for the

storage and disposal of such materials shall be kept in a clean and sanitary condition.

20. No livestock, hogs or poultry of any kind shall be raised, bred or kept on any lot except on lots containing 5 acres or more. Two horses may be kept if properly housed upon written permission of the Declarant.

21. 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 (3) square feet in size advertising a property for sale or rent.

22. 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 which would result in the cancellation of insurance on any residence, or which would be in violation of any law.

23. 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 in no event use any lot within the subdivision for storage of materials and/or equipment except for normal residential requirements.

24. No boat, motor home, trailer, camper, truck or other machinery shall be stored or maintained on any lot within the subdivision unless the same be kept at least fifty (50) feet from any front road or street lot line.

25. 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.

26. 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.

27. 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 a 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 28 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.

28. No septic tank, grease trap, field lines or any single home waste water disposal system shall be installed on any lot within the subdivision unless the builder or the owner of the improvements on said lot shall first provide the Declarant written evidence that the plans, drawings and specification pertaining to the installation of such a single home waste

water treatment system, meet all requirements of appropriate governmental authorities. No septic tank field line shall be located nearer than one hundred (100) feet front the edge of the Lake shown on the aforesaid subdivision and no septic tank field line shall have a vertical level of less than five (5) feet above the high water level of said Lake. No outside toilets shall be permitted upon any lot within the subdivision nor shall any type of device untreated or unsanitary sewage being emitted upon any portion of the property situated within the subdivision or in any stream, creek or other body of water. Drainage of septic tanks to roads, streets, or any drainage area either directly or indirectly is strictly prohibited.

29. All equipment, service yards or storage piles, except neat appearing wood piles, shall be screened by adequate fences or shrubbery so that the same shall be concealed from the view of neighboring lots and roadways situated within the subdivision. No burning of waster or other building materials shall be permitted without full time observation and under no circumstances shall burning be permitted without water being available for full control of the burning.

30. No pier, deck or causeway shall be erected or constructed that extends more than fifteen (15) feet into the Lake shown on the aforesaid subdivision plat measured from said Lake's shoreline at high water level.

31. No person, other than a lot owner whose property is lake front property will have access to the Lake unless accompanied by a water front lot owner or a member of a waterfront lot owner's immediate family.

32. As used herein, the word "Declarant" shall mean M.B. Etheredge, Mance E. Park and Jack Parker, their heirs, executors and administrators.

33. As used herein, the word "lot " shall mean any plot of land as shown on the aforesaid subdivision plat with the exception of the streets and roads and portions of said subdivision marked "Lake Area" and "Dam Area" on said subdivision plat.

34. Dogwood Subdivision Section III is out of and apart of a 241.91 acre tract of land described in a Deed from Thomas L. Moore, Trustee, to M.B. Etheredge, Mance E. Park and Jack Parker, dated June 1, 1984, and duly recorded in Volume 432, Page 22, of the Deed Records of Walker County, Texas and a portion of said 241.91 acre tract of land specifically set forth on the aforesaid plat. The lot owners in this development may organize a lot owners association in conjunction with the lot owners in Section 1 and Section 2. The purpose is to provide better care of the entire subdivision. The rules and regulations of this Association will be set forth by that Association with guidelines as set forth in the Restrictions governing Section 1 and Section 2. The lot owners may charge an annual fee of not more than \$100.00 for the maintenance upkeep and beautification of the entire subdivision. This fee and other rules and regulations will at all times be the lot owners association. The Declarant will not be assessed any fee on the lots in the subdivision for sale.

35. 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 their respective heirs, executors, administrators, successors and assigns.

36. Whenever herein a singular word or number is used the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

Executed by the said Declarant, this \_\_\_\_\_ day of \_\_\_\_\_ 1992.

M.B. Etheredge  
M.B. Etheredge  
Mance E. Park  
Mance E. Park  
Jack Parker  
Jack Parker

THE STATE OF TEXAS  
COUNTY OF WALKER

This instrument was acknowledged before me on the 19<sup>th</sup> day of October, 1992, by M. B. Etheredge, Mance Park, Jack Parker.

Cynthia K. Tomlinson  
NOTARY PUBLIC, STATE OF TEXAS  
Print Name: CYNTHIA K. TOMLINSON  
My commission expires: 4-13-94

FILED FOR RECORD  
JAMES D. PATTON  
COUNTY CLERK  
92 OCT 19 PM 4:22  
Patton  
WALKER COUNTY, TX

THE STATE OF TEXAS  
COUNTY OF WALKER  
James D. Patton, County Clerk in and for  
County, Texas do hereby certify this instrument  
was filed for record in the volume and  
numbered record and at the time and date as  
herein by me.



JAMES D. PATTON  
COUNTY CLERK  
WALKER COUNTY, TEXAS

RECORDED

OCT 27 1992

JAMES D. PATTON  
COUNTY CLERK  
WALKER COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS

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