

COPY  
9721

COVENANTS AND RESTRICTIONS  
ON AND FOR THE TRES LAGOS SUBDIVISION

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FRANKLIN

WHEREAS, SHADYBROOK, INC.. (hereinafter referred to as "Developer") is the owner and developer of The Tres Lagos Subdivision, (such plat, and any revisions, supplements or additions thereto are incorporated herein by reference for all purposes); and

WHEREAS, for the purpose of creating and carrying out a uniform plan for the improvement and development of Tres Lagos Subdivision (including, but not limited to, preserving (so far as is practicable) the natural beauty of the property; minimizing the erection of poorly designed, unproportioned or unsuitable structures; encouraging harmonious architectural schemes; and advancing the highest and best development use of the property) Developer desires to implement the following restrictions, conditions and use limitations;

NOW, THEREFORE, Developer, in order to create and carry out a general and uniform plan for the development, improvement and use of lots within Tres Lagos Subdivision, and for the benefit of the present and future owner(s) of said lots, does hereby adopt and establish the following covenants, conditions and restrictions:

1. All lots in the subdivision unit shall be used, known and described as single-family residential lots. No lot may be further subdivided. Save and except lots: 19 through 45, 59 through 80, 84 through 94, 297 through 323, which lots can be subdivided into two lots of equal size. No duplexes, apartments or other multifamily dwellings, structures or uses shall be permitted on any lot. No commercial activity or use shall be permitted on any lot. Sale or resale of lots in this subdivision shall not be considered to be commercial activity. No soil shall be removed for any commercial use; any cutting of trees shall be limited to the extent necessary for clearing a foundation site for construction, unless otherwise permitted in writing by the Architectural Control Committee. No outside toilet, cesspool or privy shall be erected or maintained on any subdivision lot; septic tank installation and sanitary plumbing shall conform to any and all requirements and construction standards of the Texas State Department of Health and Franklin County Fresh Water District. Use of tents or camping on any lot in the subdivision unit shall be subject to the prior approval, if any, as well as the rules and regulations of the Developer or, if then in existence, the subdivision property owners association.

No ground fires shall be built or maintained on any lot. No animals, livestock or poultry of any kind shall be raised bred or kept on any lot, except that dogs, cats or other household pets may be kept (provided the same are not raised, bred or kept for any commercial purpose). No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other lot owners within the subdivision unit. No sign or signs shall be displayed to the public view on any lot except those signs approved by the property owners association.

2. No building or structure on any residential lot shall exceed two (2) stories in height. No building, dwelling or permanent structure of any type shall be erected on any residential lot within ten feet (10') of the front property line, within four feet (4') of the side property lines, or within ten feet (10') of the rear property line. No fence(s) shall be erected or maintained within ten feet (10') of the rear property line. Each lot shall be kept and maintained in a neat and orderly condition, with weeds, grass and/or unsightly growth properly controlled.

3. Each residential dwelling constructed on any lot within the subdivision unit shall contain a minimum of four hundred fifty (450) square feet of covered floor area, exclusive of all porches, garages or breezeways attached to the main dwelling. Mobile homes (excluding, however, wrecked mobile homes or mobile homes in a dilapidated condition) and modular homes may be brought upon or maintained on any lot within the subdivision unit. Prior to occupancy, each respective mobile home shall be properly skirted, pinned and connected to utilities. All construction must be of new materials, except stone, brick, inside structural material or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee. No building, structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications, and a plot plan showing the location thereof, have been submitted to and approved by the Architectural Control Committee. No building, structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans, and specifications, and a plot plan showing the location thereof, have been submitted to and approved by the Architectural Control Committee. Any building, structure or improvement commenced upon any lot shall be completed, as to exterior finish and appearance, within six (6) months from the commencement date.

4. The Architectural Control Committee, hereinafter called "the Committee", shall be composed of one or more individuals selected and appointed by the property owners association. The committee shall function as the representative of the owners of the subdivision unit lots. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. Final construction or building plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. If the Committee, or its designated representative, 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.

5. No sale, transfer, lease or disposition of any lot in the subdivision unit shall be consummated unless and until the name and address of the purchaser or transferee has been properly recorded on the books and records of the Developer or, if then in existence, the subdivision property owners association. The drilling of any water well within the subdivision unit is prohibited, save and except those drilled for the central water supply and distribution system.

6. Each and every owner of any and all lots within the subdivision unit shall become a member of the subdivision property owners association at the time such subdivision property owners association is formed. Each and every owner covenants and promises to pay, to the property owners association, when due, any and all dues and maintenance fees. Use of the common facilities within the subdivision shall be limited to the lot owners (and their families and guests) and the Developer (and its guests or invitees). Each and every owner of any and all lots within the subdivision unit covenant and agree that the property owners association, as the case may be, and its successors and assigns shall have a lien upon the subject lot(s), inferior only to the lien for taxes and any duly recorded mortgage, to secure the payment of such dues and maintenance fees and any reasonable court costs and attorneys' fees incurred in connection with the collection of same.

7. The property owners association shall have the power and authority to amend these restrictive covenants.

8. The covenants, conditions and restrictions herein shall constitute covenants running with the land and shall be binding upon Developer, its successors and assigns and upon all persons or entities acquiring property in the subdivision unit, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to any lot within the subdivision unit, shall thereby agree and covenant to abide by and perform the covenants, conditions, and restrictions as set forth herein. Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any residential lot in the subdivision unit or by any member of the Architectural Control Committee, or by the Developer, against any person or persons violating, or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both, or to obtain such other relief for such violations as then may be legally available.

9. Violation of or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any residential lot in the subdivision. Invalidity of any one of these covenants and restrictions, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by a governmental agency which may have jurisdiction over the subdivision unit, then such governmental requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer, or assign any interest in any lot within the subdivision shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all the covenants and restrictions set forth herein.

10. Rural mail boxes for use in the subdivision shall be U.S. Standard Style No. 1, galvanized steel #6210611. They shall be mounted on a one and one quarter (1 1/4) inch steel pipe, painted black and set in concrete with a minimum of twelve (12) inches of concrete.

11. Culverts for driveways shall be a minimum of twelve feet in length. Each culvert will be fifteen (15) inches in diameter, galvanized, corrugated steel with an 18 gauge minimum. Each culvert shall have a minimum cover of dirt or rock of eight (8) inches.

12. There is a 10' wide utility and drainage easement along the front and rear lot lines, and a 4' utility and drainage easement along the side lot lines of each and every lot within the subdivision.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this 4 day of May, 1983

DEVELOPER: SHADYBROOK, INC.

By: [Signature]  
R. Mike Ward, President

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared R. MIKE WARD, President of SHADYBROOK, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 4 day of May, 1983.

[Signature]  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

My Commission Expires:

10.23.85

Return Recorded Document to:

Beverly Selman  
Shadybrook, Inc.  
12700 Hillcrest #258  
Dallas, Texas 75230

THE STATE OF TEXAS }  
COUNTY OF FRANKLIN }

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 9th day of May, A. D. 19 83 at 9:20 o'clock A. M., and was duly recorded by me on the 9th day of May in Vol. H, page 175, of the Survey Records of said county.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in Mt. Vernon, Texas, the day and year last above written.

By: [Signature], Deputy

Wanda Johnson

Wanda Johnson, Franklin County Clerk  
Mt. Vernon, Texas

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