

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR CERTAIN LOTS LOCATED IN  
IDLEWILDE ESTATES SECTIONS ONE, TWO AND FOUR**

(1982)

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK

THAT this Instrument is made on the date hereinafter set forth by ALLIED BANK OF TEXAS (hereinafter referred to as "Declarant");

WITNESSETH WHEREAS, Declarant is the successor in Interest to RALS Properties, Inc., and Roy R. Smith, as owner and developer of certain lots located in IDLEWILDE ESTATES, Sections One (1), Two (2) and Four (4), subdivisions in Polk County, Texas, (hereinafter sometimes referred to collectively as the "subdivision" or "Idlewilde Estates") according to the maps or plats thereof recorded in Volume 3, Page 19 (Section One); Volume 3, page 88 (Section Two); and Volume 4, Page 11 (Section Four), of the Plat Records of Polk County, Texas. The lots owned by Declarant which are covered hereby and imposed with the covenants condition's and restrictions hereof are listed in Exhibit "A" attached hereto incorporated herein for all purposes; and,

WHEREAS, RALS Properties, Inc. and/or Roy R. Smith as the previous owners and developers of the lots covered hereby titled certain reservations and restrictions pertaining to the Subdivision in Volume 223, Page 394 (Section One), and Volume 235, Page 524 (Sections Two and Four) of the Deed Records of Polk County, Texas, and subsequently filed amendments thereto in Volume 252, Page 401 (Section One), and Volume 257, Page 48 (Sections Two and Four) of the Deed Records of Polk County, Texas; and, WHEREAS, it is deemed to be in the best interests of Declarant and any other persons who may purchase the lots covered hereby that in order to establish and maintain a comprehensive and uniform plan for the improvement and development thereof, the original restrictions should be supplemented; and,

WHEREAS, Declarant, as the sole owner of the Lots covered hereby has the right to impose additional restrictions, reservations, covenants and conditions on lots which it deems reasonable, necessary or desirable.

NOW, THEREFORE, Declarant hereby declares that the lots covered hereby shall hereinafter be held, sold and conveyed subject to the following additional and supplementary easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. These easements, covenants, restrictions and conditions shall run with the real property covered hereunder and shall be binding upon all parties having or acquiring any right, title, or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**Definitions**

*Section 1:*

"Association" shall mean and refer to Idlewilde Estates Property Owners' Association, Inc., a Texas non-profit corporation which will be organized by Declarant, its successors or assigns.

*Section 2:*

"Common Area" shall mean and refer to any property owned by the Association for the use and enjoyment of the members of the Association. The Association. does not currently own any property, but may acquire property in the future

*Section 3:*

"Declarant" shall mean and refer to Allied Bank of Texas, a Banking Corporation chartered under the laws of the State of Texas.

*Section 4:*

"Lot" shall mean and refer only to the lots described in Exhibit "A" hereto, which are covered by this instrument. No other lot located in any Section of Idlewilde Estates shall be covered by or otherwise be effected by the restrictions, reservations, covenants and restrictions hereof unless the Owner thereof consents to the inclusion of his lot hereunder by a written consent instrument recorded in the Deed Records of Polk County, Texas.

*Section 5:*

"Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence.

*Section 6:*

"Occupied Lot" shall mean and refer to any Lot on which there is a Living Unit.

*Section 7:*

"Member" shall mean and refer to every person or entity who holds a membership in the Association.

*Section 8:*

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding these having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any mortgagee or lien holder who acquires fee simple title to any Lot through judicial or non-judicial foreclosure.

**ARTICLE II**

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**Property Rights in Common Area**

*Section 1. Owners Easement of Access and Enjoyment:*

Every Owner shall have an easement of access and a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees if such are deemed necessary for the use of any recreational facilities situated within the Common Area;

(b) The right of the Association to suspend a Member's voting rights and right to use the

recreational and other facilities owned or operated by the Association, for any period during which any assessment against his Lot or any other sum due the Association by him remains unpaid; and. for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any. part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members.

*Section 2. Delegation of Use:*

Any Owner may delegate in accordance with the By-laws of the Association, his right of enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a Deed therefore, whether it shall be expressed in the Deed or other evidence of the conveyance, is deemed to covenant that any lease executed on a Lot shall be in writing and contain provisions binding any lessee thereunder to the terms of this Declaration of Covenants, Conditions and Restrictions and any rules and regulations published by the Association applicable to the Lot.

*Section 3. Title to the Common Area:*

Legal title to the Common Area shall remain undivided and shall at all times be owned by the Association or its successors, it being agreed that this provision is necessary in order to preserve the rights of the owners with respect to the operation and management of the Common Area. Notwithstanding the above, the Declarant reserves the right to grant, convey, dedicate or reserve easements over, on or under the Common Area.

## **ARTICLE III**

### **Membership and Voting Rights**

*Section 1. Membership:*

Every person or entity who is a record owner of a fee or undivided fee interest in a Lot, including contract sellers, shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security or the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lien holder who acquires title to any Lot, through judicial or non-judicial foreclosure, shall be a Member of the Association.

*Section 2 Voting rights:*

There shall be two classes of membership entitled to voting rights in the Association and they shall be as follows:

(a) Class A: All Members in the Association, other than Declarant, shall be considered Class A members, and for each Lot owned shall be entitled to one vote on each matter coming before the Members at any meeting or otherwise, unless their voting rights have been suspended by the Board of Directors as hereinabove provided in Article II, Section I.

(b) When a particular Lot is owned by more than one individual or entity, all the individuals or entities holding an ownership interest in that Lot shall be considered Class A Members, however, for that particular Lot they shall be entitled to a total of no more

than one vote on each matter coming before the Members at any meeting or otherwise. The vote for such Lot shall be exercised as they among themselves determine.

(b) Class B: Class B Members shall be those individuals or entities who are herein defined as Declarant, and for each Lot owned they shall be entitled to five votes on each matter coming before the Members at any meeting or otherwise. All Class B Memberships shall cease and be automatically converted into Class A Memberships on the happening of either of the following events, whichever occurs earlier:

(I) When the total number of votes entitled to be cast by the Class A Members at any meeting of the Members or otherwise equals the total number of votes entitled to be cast by the Class B Members; or

(II) Ten (10) years from the date this Declaration of Covenants, Conditions and Restrictions is filed with the County Clerk of Polk County, Texas, for recordation in the Deed Records of Polk County, Texas; or

(III) At such time as Declarant deems, in its sole discretion, advisable, upon written notice delivered to the Association.

## **ARTICLE IV**

### **Covenant for Maintenance Assessments**

#### *Section 1. Creation of the Lien and Personal Obligation for Assessments:*

The Declarant, for each Lot which shall be or hereafter become subject to the assessments hereinafter provided for, hereby covenants, and each Owner of any Lot which shall be or hereafter become assessable, by acceptance of a Deed therefore, whether or not it shall be expressed in the Deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

(a) Annual maintenance fee;

(b) Special assessments for capital improvements; and

(c) Any other sums to the extent that are specifically provided for elsewhere in this instrument. Such assessments or charges are to be fixed, established and collected as hereinafter provided. These charges and assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the Lot against which such assessments or charges are made.

#### *Section 2. Purpose of Assessments:*

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners. Without limiting the foregoing, the total assessments accumulated by the Association, insofar as the same may be sufficient, shall be applied toward anything necessary or desirable in the opinion of the Board of Directors of the Association to keep and maintain the Lots or, at its discretion, other property in the Subdivision, neat and good order, or which they consider of general benefit to the Owners. It is understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

*Section 3. Basis and Maximum Level of Annual Maintenance Fees:*

Until January 1, 1983, the maximum annual maintenance fee shall be One Hundred Twenty and No/100 Dollars (\$120.00) per Lot. From and after January 1, 1983, the maximum annual maintenance fee may be increased by the Board of Directors of the Association effective January 1 of each year, in conformance with the rise, if any, in the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding year without a vote of the Members of the Association. The maximum annual maintenance fee may be increased above that established by the Consumer Price Index formula only by written approval of The Owners of two-thirds (2/3) of the Lots.

*Section 4. Special Assessments for Capital Improvement:*

In addition to the annual maintenance fee authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a particular capital improvement located upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the written approval of the Owners of two-thirds (2/3) of the Lots.

*Section 5. Notice of Quorum for Any Action Authorized Under Section 3 and 4:*

Written notice of any meeting of the Members of the Association called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all Members and shall be posted at a public place within the Subdivision not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Members holding fifty percent (50%) of all membership votes entitled to be cast or their proxies shall constitute a quorum. If the required quorum is not present, another meeting may be called at which meeting the presence of members holding 25% of all membership votes shall constitute a quorum. In lieu of such a meeting and notice, a door-to-door canvass may be used to get the required written approval of the Owners as hereinabove provided.

*Section 6. Rates of Assessment:*

Both the annual maintenance fee and Special assessments on all Lots, whether or not owned' by the Declarant, must be fixed at uniform rates.

*Section 7. Date of Commencement and Determination of Annual Maintenance Fee:*

The annual maintenance fee provided for herein shall commence as to all Lots on January 1, 1982, however, the maintenance fee for 1982 shall be prorated based on the date of recordation of this instrument. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual maintenance fee to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the annual maintenance fee shall be sent to every Owner whose Lot is subject to the payment thereof. Annual maintenance fees shall be due and payable annually in advance on January 1st of the applicable year or as directed by the Board of Directors of the Association.

*Section 8. Effect of Nonpayment of Assessments; Remedies of the Association:*

Any assessments or fee which are not paid when due shall be delinquent if an assessment or fee is not paid within thirty (30) days after the due date, same shall bear interest from the due date until paid at the rate of 18 percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the Lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or fee. Each such Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the

collection of such assessments and fees as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with said lien. No Owner may waive or otherwise escape liability for the assessments and fees provided for herein by non-use of the Common Area or abandonment of his Lot.

*Section 9. Subordination of the Lien to Mortgages:*

As hereinabove provided, the title to each Lot shall be subject to the Vendor's Lien securing the payment of all assessments and fees due the Association, but this Vendor's Lien shall be subordinate to any valid purchase money lien or mortgage covering a Lot. Sale or transfer of any Lot shall not affect this Vendor's Lien unless such a sale is conducted pursuant to a judicial or non-judicial foreclosure under any valid purchase money lien or mortgage. Such a foreclosure sale shall extinguish the Vendor's Lien securing such assessment or fee as to payments which became due prior to such sale or transfer, however, no sale or transfer shall relieve such Lot Owner or the new Owner thereof from personal liability for any charges or fees thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided hereinabove, the Association, in the discretion of its board of Directors, may subordinate the lien securing any assessment or fee provided for herein to any other mortgage, lien or encumbrance, subject to such limitations, if any, as such Board may determine.

## **ARTICLE V**

### **Insurance**

The Association, through the board of Directors, or its duly authorized agent, shall have the authority to obtain such insurance coverage as it deems reasonable.

## **ARTICLE VI**

### **Architectural Control**

*Section 1. Architectural Control Committee:*

There is hereby created an Architectural Control committee (herein referred to as the "Committee") comprised of Michael A. Hunt, James C. Box, and Mark A. Kilkenny, each of whom shall serve until his successor is appointed. Any two (2) of the members of the Committee shall have the full authority and power to act for the Committee. In the event any of the said members of the Committee should die, resign, refuse to act, or become unable or ineligible to act, the remaining member or members shall have the authority to designate a successor. No member of the Committee or its designated representative(s), as herein defined, shall be entitled to any compensation for services performed pursuant to this Article. The Committee may, however, employ one or more architects, engineers, attorneys or other consultants to assist the Committee in carrying out its duties hereunder, and the Association shall pay such consultants for such services as they render to the Committee.

*Section 2. Duties and Powers:*

The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. No building, fence, bulkhead, dock, pier, wall or other structure or improvement of any nature shall be placed, constructed, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications shall have been submitted to and

approved in writing by the Committee as to (a) conformity and harmony of external design and location in relation to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such form as the Committee may reasonably require, the location upon the lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical and plumbing details and the nature, kind, shape, height, color scheme and materials of the proposed improvements or alterations. The Committee shall also have the right, where not otherwise set forth herein, to specify:

- (a) Minimum setbacks;
- (b) The location, height and extent of fences, walls, or other screening devices;
- (c) The orientation of structures and landscaping on lots with respect to streets, walks and structures on adjacent properties; and
- (d) A limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement.

*Section 3. Committee Approval:*

A majority of the Committee may designate one or more representatives with authority to grant the approval herein required. Any approval or disapproval by the Committee or its designated representatives on any of the above matters shall be in writing and either conveyed in person or by registered mail, return receipt requested. In the event said Committee or its designated representative(s) fail to disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant shall be deemed to have been complied with; provided, however, the necessity for compliance with all the remaining provisions of this declaration of Covenants, Conditions and Restrictions shall not be waived or affected by the Committee's failure to act.

*Section 4. Terms:*

The duties and powers of the members of the Committee herein named, their successors, assigns and designated representatives, shall cease on or after January 1, 1992. Thereafter, the duties and powers of the Committee shall vest in the Board of Directors of the Association or an Architectural Control Committee composed of three (3) or more representatives appointed by the board of Directors of the Association. The approval required in this Article and the duties and powers vested in the Committee and its successors shall continue, so long as this Declaration of Covenants, Conditions and Restrictions remains in force and effect. Prior to January 1, 1992, the then current members of the Committee may voluntarily transfer all their duties and powers to the Board of Directors of the Association. To be effective, such a transfer shall be evidenced by a document executed by each of the then current members of the Committee.

## **ARTICLE VII**

### **Exterior Maintenance**

In the event any Owner of any Lot fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after thirty (30) days notice to the Owner of said Lot, setting forth the action intended to be taken by the Association and after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the

exterior of the buildings and any other Improvements located thereon. To the extent necessary to preserve the health, safety and welfare of the Lot Owners, diminish fire hazards and accomplish any of the above needed repair, maintenance and restoration, the Association shall have the right (but not the obligation) through its agents and employees, to enter any residence or improvement located upon any Lot. Neither the Association nor its agents or employees shall be liable, and are expressly relieved from any liability for trespass or other tort in Connection with actions undertaken hereunder. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the Lot on which it was performed and shall become a part of the fees payable by said Owner and secured by the liens herein retained.

## **ARTICLE VIII**

### **Use Restrictions**

#### *Section 1. Residential Use:*

Each and every Lot is hereby restricted to residential dwellings for single-family residential use only.

#### *Section 2. Common Area:*

The Common Area shall not be used for any commercial purposes; however, this provision shall not preclude the Association from charging reasonable fees or dues for the use of the recreational facilities which are part of the Common Area.

#### *Section 3. Business Activity:*

No business activities of any kind whatsoever shall be conducted on or about any Lot, provided, however, the foregoing covenant shall not apply to the business activities of the Declarant, its agents and assigns during the construction and sale period, or of the Association, its successors and assigns in furtherance of its powers and purposes as herein set forth.

#### *Section 4. Signs:*

No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot. Declarant and the Association, however, shall have the right to erect Identifying signs at each entrance to the Subdivision. In no event shall the Association or its Board of Directors be liable to any person or persons for any damages of whatever nature for removing any sign located on any lot.

#### *Section 5. Type of Living Unit:*

No building shall be erected, altered, placed or permitted to remain on any Lot other than detached single family dwellings of not less than one thousand five hundred (1,500) square feet exclusive of porches and garages, and not more than two (2) stories, together with a private garage or carport for not more than three (3) cars.

#### *Section 6. Location of Living Unit on Lot:*

Except as may be authorized In writing by the Committee, no building or structure shall be located nearer to any front, side or rear Lot line than as permitted by the utility casements and the setback lines shown on the recorded plat of the Subdivision or as shall be specified by the Architectural Control Committee. To provide for uniformity and proper utilization of the building area within the Lots, Living Units or appurtenant structures shall not be less than five (5) feet from any side property line. Where a Lot has frontage on both a public street and private street, the main entrance to the dwelling constructed thereon shall face, and the driveway thereon shall provide access from the private street regardless of the amount of frontage on the public street,



unless the Committee authorizes a different layout in writing. No Lot shall be resubdivided without the express written approval of the Architectural Control Committee.

*Section 7 Driveways:*

Unless the Architectural Control Committee agrees otherwise, each Lot shall have driveway access to the street on which the Living Unit constructed thereon faces and shall not have driveway access to the street on which it may side. Subject to the foregoing limitation, the Owner of each Lot shall construct and maintain at his expense a driveway from his garage to an abutting street, including the portion of the street right-of-way.

*Section 8. Mailboxes and Identifying Numbers:*

Mailboxes, house numbers and similar matter located on Lots must be harmonious with the overall character and aesthetic appearance of the community and the decision of the Committee that any such matter is not harmonious shall be final.

*Section 9. Temporary Structures:*

All buildings or structures erected upon Lots shall be of new construction and no buildings or structures shall be moved from other locations onto said Lots. No structures of a temporary character, including tents, shacks, barns, or other outbuildings shall be placed on any Lot except for such temporary buildings utilized by the Declarant or the builder of any residence during the period of construction. Trailers, campers, mobile homes, or any type of motor vehicles shall not be used on any Lot at any time as a residence, either temporarily or permanently. All residences constructed within the Subdivision shall be completed within four (4) months from the date of beginning construction unless such period is extended in writing by the Architectural Control Committee.

*Section 10. Metal Buildings:*

No metal buildings of any type shall be placed or constructed upon any Lot.

*Section 11. Animals and Livestock:*

The raising or keeping of hogs, horses, poultry, fowl, or other livestock on any Lot is strictly prohibited. Consistent with its use as a residence, dogs, cats and other household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purposes.

*Section 12. Clotheslines:*

No outside clothesline shall be constructed or maintained on any Lot within sight of the Common Area or any street or adjacent Lot.

*Section 13. Disposal of Trash:*

No Lot shall be used, or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All rubbish, trash, garbage or other waste shall be kept in sanitary containers and out of sight of the Common Area and any street or adjacent Lot, except on days designated for pick-up of such garbage. No incinerator may be maintained on any lot.

*Section 14. Exterior Antennas:*

Without the prior written approval and authorization of the Board of Directors of the Association, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements and structures located on any Lot.

*Section 15. Storage of Vehicles:*

No portion of the streets or Common Area shall, without the express written permission of the Association, be used for the storage of boats, trailers, campers, unused or inoperable automobiles or any items which the Association deems unsightly or inappropriate. Boats, trailers, campers, unused or inoperable automobiles, and other machinery consistent with the

use of the premises as a residence may be kept on Lots, provided. they are kept or stored within a garage or such other place as may be completely out of view from the Common Area or any street or adjacent Lot.

*Section 16. Nuisances:*

No noxious or offensive activity shall be carried on upon any portion of any Lot, nor shall anything be done thereon which may become an annoyance or nuisance, or endanger the health or safety of the residents of the Subdivision.

*Section 17. Mineral Production:*

No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any portion of any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted 'upon any portion of any Lot.

*Section 18. Private Water Wells:*

No drilling or development of private water wells shall be permitted upon any Lot except such operations as are undertaken by Declarant, its successors and assigns, or any quasi-public or public entity.

*Section 19. Sewage Treatment:*

No outside privies or toilets shall be permitted on any Lot. All toilets. shall be inside residences and prior to occupancy the same shall be connected to a central sewage disposal system if there is one in existence at such time to serve the Subdivision. If no central sewage disposal system is in existence at such time, then all toilets shall be connected to septic tanks at the expense of the Owner and such septic tanks shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department, Trinity River Authority, or other 'authorities having jurisdiction over such matters, and shall be subject to the inspection and approval of such authority. Provided, however, that whenever a central sewage treatment plant and disposal system shall be established to serve the Subdivision, whether publicly owned or privately owned or operated, then all of the Lot Owners and/or occupants to whom such sewage disposal service is available shall connect their premises thereto for sewage disposal, paying the established rates and connection fees or charges therefore at their expense. From and after such time that sewage disposal service becomes available to any Lot, no septic tank whether theretofore or thereafter built or installed, shall be used in connection with any Lot. Additionally, the drainage of sewage into any road, street, alley, ditch, or waterway either directly or indirectly, is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving the Subdivision.

*Section 20. Maintenance:*

All residences and other buildings located on a Lot must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery or dead trees shall be cut and removed from any Lot at the expense of the Owner. No fence, wall, tree, hedge or planting shall be maintained on any Lot in such a manner as to obstruct sight lines for vehicular traffic.

*Section 21. Building Materials:*

No Lot shall be used for storage of any material except that required for landscaping or construction, which materials shall not be placed or stored upon any Lot until the Owner is ready to commence diligent construction of improvements on the Lot, at which time such materials

shall be placed within the property lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street or upon any common areas.

*Section 22. Drainage:*

Natural drainage of streets, Lots or roadway ditches shall not be impaired by any person(s), and Declarant may remove any obstructions that hinder the flow of water through the roadway ditches or sewers. The installation of driveways shall be accomplished in a good and workmanlike manner without hindrance to drainage and such work is subject to the inspection and approval by the Architectural Control Committee.

## **ARTICLE. IX**

### **Easements**

*Section 1. General:*

Declarant shall have the right to grant, convey, dedicate or reserve easements over, on or under any part of any lot, for streets and/or for electric light and power, telephone, natural gas, water, sanitary sewer, storm sewer, cable television, and other utility lines and facilities by separate recordable document for a period of 10 years after the date this Declaration of Covenants, Conditions and Restrictions is filed of record in the Deed Records of Polk County, Texas, regardless of whether at such time Declarant has title to the land within the easement(s). Thereafter, the Association shall have the power and authority to grant such easement upon the vote of a majority of the membership votes entitled to be cast at any meeting of the Members of the Association or otherwise.

*Section\_2. Underground Electric Service:*

Underground single phase electric service may be available to all dwellings or structures located on any Lot. In such event, the metering equipment shall be located either on the exterior surfaces or walls of dwellings or structures or at points to be designated by the utility company. The utility company shall have a two-foot wide underground easement along and centered on the underground electrical power service conductor installed and running from the utility company's easement shown on the recorded plat of the Subdivision to the designated point of service on the dwelling or structure. This easement shall be for the maintenance of its conductors and metering equipment. For so long as such underground service is maintained, the electrical service to each dwelling and structure located in the Subdivision shall be uniform and exclusively of the type known as single phase, 120/240 volt, 3 wire, 60 cycle alternating current. This two-foot easement for underground electrical service may be crossed by driveways, walkways, and patio area, provided the Declarant or builder makes prior arrangements with the utility company furnishing such service. However, this easement shall be kept clear of all buildings. Neither the Declarant nor the utility company using this easement shall be liable for any damage done by either of them, or their assigns, their agents, employees or servants to shrubbery, trees, flowers or other improvements located on the land covered by such easement.

## **ARTICLE X**

### **Water and Utility Service**

Potable water is presently supplied to the Lots by the Declarant. Reasonable water-tap, standby fees, user fees and similar charges may be imposed on Lot Owners for such service.

## **ARTICLE XI**

### **General Provisions**

#### *Section 1. Enforcement:*

The Association or any Owner shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by reason of the provisions contained in this Declaration of Covenants, Conditions and Restrictions. Failure of the Association or any Owner to enforce any of the provisions herein Contained shall in no event be deemed a waiver of the right to do so thereafter.

#### *Section 2. Duration and Amendment:*

The covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration of Covenants, Conditions and Restrictions shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this declaration of Covenants, Conditions and Restrictions is filed with the County Clerk of Polk County, Texas for recordation in the Deed Records of Polk County, Texas, after which time said covenants, conditions, restrictions, reservations, liens and charges shall be automatically extended and renewed for successive periods of ten (10) years each unless prior to said renewal date an instrument, signed and acknowledged by the then Owners of not less than one-half (1/2) of the total number of the Lots, is filed for record with the County Clerk or Polk County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part as of said renewal date. Notwithstanding anything to the contrary herein contained, it is expressly understood and agreed that the Owners of one-half (1/2) of the total number of Lots shall always have the power and authority to amend this Declaration of Covenants, Conditions and Restrictions and such Amendment shall become effective on the date an instrument is signed and acknowledged by the then Owners of not less than one-half (1/2) of the total number of Lots is filed for record in Polk County, Texas, so amending this Declaration of Covenants, Conditions and Restrictions.

#### *Section 3. Canvassing:*

Where this Declaration of Covenants, Conditions and Restriction requires that an instrument be executed by a certain percentage or number of the Members or Owners, such instrument may be circulated among the Members or Owners by a door-to-door Canvass and need not be presented at any meeting of the Members or otherwise, provided the Board of Directors of the Association is notified in writing by certified mail, return receipt requested of the fact that an action is contemplated by a canvassing of the Members or Owners.

#### *Section 4. Severability:*

If any provision of this Declaration of Covenants, Conditions and Restrictions or the application thereof to any person or circumstance shall for any reason or to any extent, be invalid or unenforceable, neither the remainder of this Declaration of Covenants, Conditions and Restrictions nor the application of such provisions to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law.

#### *Section 5. Gender and Number:*

Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

#### *Section 6. Headings:*

The paragraphs entitlements hereof are inserted for convenience or reference only and shall in no way alter, modify or define, or be used in construing, the text of such paragraphs.

*Section 7. Conflicts:*

In the event any term, condition or provision of this Instrument conflicts with the Restrictions described herein above, which were heretofore recorded and cover the Subdivision, the term, condition or provision hereof shall control as to the lots described herein.

DECLARANT: ALLIED BANK OF TEXAS - Walter Johnson, President

THE STATE OF TEXAS, COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Walter Johnson to me to be the person whose name is subscribed to the foregoing Instrument as president of Allied Bank of Texas, a Texas banking corporation, and and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the Capacity stated and as the act and deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_24th day of May, 1982.

EXHIBIT "A"

SECTION 1

Block 1, Lots 2, 3, 5712

Block 2, Lots 4-11, 13

Block 3, Lots 1-9, 11, 14, 15

Block 4, Lots 1, Part of 2, Part of 4, 13, 20 Block 5, Lots 1-4, North 44.5' of Lot 7, 8, 9 Block 6. Lots 3, 4, 6

Block 7, Lots 1, 3-18, 20

Block 8, Lots 2, 10-21

Block 9, Lots 9, 2, 10, 14

Block 10, Lots 1-5

Block 11, Lots 8-10

SECTION 2

Block 13, Lot 6 Black 14, Lots 1, 2

SECTION 4

Block 15, Lots 1-5

Block 16, Lots 1-9, 15-17, 19

Block 17, Lots 1-3, North 1/2 of 4, 6, 7 Block 18, Lots 1-6, 8-11, 13-18

Block 19, Lots 1,2, 3, 6-20

Block 20, Lots 1-5, 7-12

Block 21, Lots 1-20

Block 22, Lots 1-15, 17-34

THE STATE OF TEXAS, COUNTY OF POLK

I certify that the foregoing instrument with its certificate of authentication was filed for record In my office on the 16th day of June 1982 at 1:22 o'clock PM. and was this day duly recorded at 12:30 o'clock PM in Vol. 414, page 377.

Deed Records of said county on this 22nd day of June 1982.

ALINE STEPHENSON

Clerk County Court, Polk County, Texas

JUNE GRIMES