

DOGWOOD LAKE ESTATES

Livingston, Texas

RESTRICTIONS

1. One (1) family residences only may be erected, placed or permitted to remain, upon any lot or lots in DOGWOOD LAKE ESTATES. Said lots and the improvements thereon shall not be used for business purposes nor for any commercial, manufacturing or apartment house purposes.
2. No residence or other building of corrugated metal construction, nor any tent, house trailer or mobile trailer shall be erected, placed or permitted to remain on any lot or lots in the subdivision, nor shall any structure of a temporary nature be used at any time for a residence.
3. Overnight camp privileges shall be permitted to owners of lots in the subdivision and their guests, but no noxious, offensive, unlawful or immoral activities shall be carried on upon any lot, street, park or other portion of the subdivision, nor shall any activity be permitted therein which would reasonably constitute a danger, annoyance or nuisance to the other residents and/or property owners in the subdivision.
4. No building shall be located on any lot nearer than twenty-five (25) feet to the front line nor nearer than ten (10) feet to an interior line. Corner residential lots shall be deemed to front on the street having the least street frontage.
5. The floor area of the main residential structure upon a lot, exclusive of open porches and garages, shall be not less than Six Hundred (600) square feet for one story dwellings and not less than Nine Hundred (900) square feet for two story dwellings.
6. Exterior walls of all buildings and improvements shall be constructed of masonry, wood or other commercial siding approved in advance in writing by the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE herein established, and all exposed outside walls of a material customarily painted in residential construction shall be painted with at least two coats of first line paint. No metal roofs of any description shall be used upon any improvements in this subdivision.
7. All exterior walls and roofs to any approved buildings in the subdivision must be completed and the necessary painting accomplished within sixty (60) days after the start of construction thereof. Outside storage of building supplies upon any lot in the subdivision shall be permitted only during said sixty (60) days construction period.
8. All lavatories, toilets and bath facilities shall be installed inside residences built upon said lots and under no circumstances shall any outside or surface toilets or privies be permitted in this subdivision. All lavatories, commodes and bath facilities shall be connected with adequate septic tanks and lateral lines constructed to comply with the specifications of State and local health authorities. No septic tank lateral lines shall be constructed or allowed to drain within 25 feet of Dogwood Lake, nor shall such lines be permitted to drain directly or indirectly into any road, street, alley or open ditch. All lavatories, toilets and bath facilities shall be completely installed before the residence is occupied.
9. No pits, holes or other excavations shall be dug on any lot in the subdivision except in connection with the actual construction of the foundation for the residences or other approved buildings therein. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept in the subdivision except in sanitary containers.
10. No old or existing house or prebuilt or prefabricated house or structure shall be moved onto or placed or maintained on any lot in the subdivision without the written approval of the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE herein created.
11. No lot shall be used for the purpose of raising hogs, sheep, rabbits or other animals or commercial purposes or as a place for the keeping of horses, mules, cattle or other animals; provided, however, that occupants of residences constructed in the subdivision shall be permitted to keep the usual and customary animals as "pets", but no commercial cat or dog kennel shall be permitted.
12. Private driveways and walks crossing any ditch along any of the dedicated or commonly used roadways must have culverts of sufficient size to prevent flooding or other obstruction to the flow of water along the ditch. All culverts must be constructed of concrete or other suitable material approved by the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE.
13. All lot owners shall be responsible for cutting the grass and weeds upon their lots as often as necessary to maintain the same in a neat and attractive condition, and shall keep their respective lots free of trash, garbage and debris.
14. No lot shall be used for the storage of any material, except that required for the construction of an approved building during the construction period therefor authorized by the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE.
15. No sign of any kind shall be kept or displayed to the public view other than a small sign for each residence containing the name of the owner and his street address; provided, however, that this restriction shall not apply to the Developer nor to those lots reserved by Developer for business use and/or the Reserved Areas, as shown upon any present or future plat of the subdivision. In any event, the Developer or the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE may in the exclusive judgment of its members grant permission in writing to lot owners for the displaying of appropriate signs offering such lots for sale. Developer, its officers, employees, and the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE may remove any unapproved sign violating this provision without the consent of the lot owners and without any liability by reason thereof.
16. No boat, trailer or equipment shall be parked on any street in said subdivision.
17. Dirt shall not be piled upon any lot, except that which is necessary in connection with a planned landscaping project, nor shall dirt be removed from any lot unless approval is first secured in writing from the Developer or the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE.
18. No hunting or shooting of firearms shall be permitted in the subdivision by anyone.
19. The private park located near the lake shall be used in common by the owners of the subdivision lots for community recreational purposes. Only lot owners, their immediate families and guests accompanying them, shall be permitted to use such park.
20. Dogwood Lake may be used for fishing, swimming and boating; however, no boat shall have a motor attached to it of more than 5 horsepower rating.
21. Notwithstanding anything to the contrary contained herein, the Developer reserves to itself, its agents and employees, the right to use any lot or lots for a subdivision sales office and/or maintenance building and equipment storeyard, and the right to place signs for any purpose upon any lot or in the subdivision at locations of its or their choosing.
22. No dwelling or other structure of any kind shall be erected or placed on any lot in this subdivision by anyone other than Developer unless and until the building plans, specifications and plot plan showing location of such improvements upon the lot, have been submitted to and approved in writing by the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE for the subdivision, which is here created and established, to be composed initially of the President and Secretary of THE CHURTON CORPORATION. Each of the initial members of such committee may designate an alternate member to serve in his or her place upon such committee and in case of the death, disability or refusal of any such member of this committee to perform his or her duties upon such committee as hereinafter set out, the remaining member of the committee to an designated replacement therefor. The Committee so constituted may at any time not less than three (3) nor more than five (5) lot owners in the subdivision duly selected by democratic election by all of the lot owners in the subdivision. That thereafter, all vacancies upon such committee shall be filled by appointment of a majority of the remaining members of the committee. be charged with the duty, but not the financial obligation, of maintaining the roads, dam, lake and park, in such subdivision at such time as the Developer shall deem it appropriate to relinquish such responsibilities to the committee.
23. No dumping of trash, garbage or debris and no burning or outside fires other than within an approved incinerator or barbecue pit shall be permitted.

RESERVATIONS

Developer reserves to itself and excepts out of these restrictions those portions of said 70.3 acre tract shown upon the subdivision plat as "Reserved Areas" or like terminology to indicate that part of said tract not subdivided at this time, and no part of these restrictions shall be applicable to or enforceable against such reserved areas of land.

There are reserved to Developer and to all privately or publicly owned utility companies serving Dogwood Lake Estates such easements for the installation and maintenance of utility and/or drainage facilities as are shown upon the plat of said subdivision or may be necessary or proper for the orderly development and operation of said subdivision, and neither Developer nor such utility companies, their agents, contractors or employees, shall be liable for any damage done to shrubbery, trees, flowers, other vegetation or property whatsoever in connection with the installation or maintenance thereof.

No repairs or rights are to be claimed with said lots, and all rights and use of the lake and shoreline thereof are expressly made subject to the control of the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE as herein created.

All contracts of sale and deeds of conveyance to lots in DOGWOOD LAKE ESTATES shall be made expressly subject to the rights of the Texas-Illinois Natural Gas Pipeline Company, the Natural Gas Pipeline Company of America, the Sam Houston Electric Cooperative, Inc., owners of mineral and/or royalty rights, easements, rights of way and covenants of whatsoever nature of record in the public records of Polk County, Texas, and also to any other restrictions, regulations and statutes of governmental authorities applicable to and enforceable against the said premises.

ASSESSMENTS

Upon the sale by the Developer of a lot in the subdivision, such lot, together with all other lots sold in the subdivision and the owners thereof are and shall be henceforth subject to a monthly maintenance charge of ONE AND 50/100 (\$1.50) DOLLARS, or if paid in advance, the total sum of SIXTEEN (\$16.00) DOLLARS per year, per lot, for the purpose of creating a fund to be expended by the Developer during such time as it directly retains control and supervision over the roads, parks and lake of the subdivision and thereafter by the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE after it assumes responsibility for the supervision and control of said roads, park, lake and dam in the subdivision, for the benefit of the subdivision and the lot owners therein, and such charge shall be secured by a Vendor's Lien upon said lots to be expressly provided for in each Contract of Sale and Deed given in connection with the sale of a subdivision lot. Funds arising from said charge shall be applied to, so far as sufficient, the maintenance, expenses and construction costs incurred for any or all of the following purposes: lighting; improving and maintaining the streets, parks, recreational areas, collecting and disposing of excess rubbish, trees and the like; tending vacant lots; construction of club house facilities in the park area and other recreational facilities in the area designated for park and recreational purposes; and in doing any and all other things necessary or desirable in the opinion of the management of Developer or the said ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE after it assumes responsibility for the subdivision; it being understood that the judgment of good repair, or which it considers to be of general benefit to the owners or occupants of the subdivision; it being understood that the judgment of said management of Developer or said Committee and the expenditure of said funds shall be final so long as such judgment is exercised in the absence of bad faith. An accounting for expenditures out of such fund for the preceding calendar year will be made available to any lot owner in the subdivision upon request.

No water wells shall be dug in Dogwood Lake Estates except by Developer or its designated agent or utility company, so long as water is made available to lot owners within 60 days after written request to Developer or such utility company therefor. Each lot owner shall secure his water service from Developer or its designated agent or utility company furnishing water to the subdivision and shall pay the established tap fee therefor and a reasonable monthly water service charge thereafter. No lot owner shall have more than one house be serviced from a single water tap. Such maintenance fund and charge and all other reservations, restrictions, covenants, liens and provisions herein provided for shall continue as covenants and charges running with the land for a period of Twenty-Five (25) Years from May 4, 1965, and shall be extended automatically thereafter for successive periods of Ten (10) Years each unless and until the owner of the subdivision lots by a Three-Fourths (3/4ths) Majority shall with one vote being allowed for each lot owned, vote to discontinue such maintenance charge and restrictions, and shall evidence same by signing a written instrument to this effect and filing same for record in the Office of the County Clerk of Polk County, Texas.

Enforcement of these restrictions shall be by proceedings at law or in equity and against any persons, firms, or corporations violating or attempting to violate or to recover any restrictions, reservations, covenants, liens or charges herein provided for, either to restrain such actual or proposed violation or to recover damages therefor. Such enforcement may be had by the Developer or the ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE thereof in the name of the owners of the lots in said subdivision and for their benefit.

Invalidation of any one or more of charges herein provided for, which shall remain in full force and effect.

THE CHURTON CORPORATION