

RESTRICTIVE COVENANTS, RESERVATIONS, AND PROVISIONS
FOR ASSESSMENTS OF PINE VALLEY SUBDIVISION

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF POLK I

THAT I, H. D. BARKER, (referred to herein as developer), the owner of the land and premises described as follows:

Being all of the lots and streets situated in the Pine Valley Subdivision in Polk County, Texas, as same are depicted upon a plat thereof duly recorded in Volume 7, Page 43 of the Plat Records of Polk County, Texas, to which plat and its recording, reference is hereby made for all descriptive purposes and for all other intents and purposes;

have established and by these presents do hereby establish the following restrictions on the improvement, use and sale of said property, which shall apply equally to all the lots in said subdivision as herein stated, and are for the mutual protection and benefit of all lot owners in said subdivision and are to be considered as covenants running with the land, and enforceable by any one of the lot owners in said subdivision or by the developer hereof until December 31, 2000 A.D., whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided, to-wit:

RESERVATIONS

1. There shall be reserved the utility easements and drainage easements as shown on said Plat of said subdivision and an easement over all streets, for the purpose of installing, using repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of anyone or all of the owners or operators of such utilities, to move any or all obstructions on said easement or rights-of-way caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid. There is also reserved for use of all public utility companies an obstructed aerial easement five feet wide from a plane 15 feet above the ground upward located adjacent to the said easements reserved hereby, and all easements shown on the Plat for utility facilities.

2. Developer reserves unto himself, his heirs, administrators and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for purposes of laying, placing or constructing, installing, maintaining or repairing all kinds or types of waterlines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply systems, and its appurtenances, to service, furnish, or supply this subdivision with water.
3. There is further reserved unto the owner, his heirs and assigns, all of the oil, gas and other minerals, in, on, and under the premises conveyed, or contracted to be conveyed; together with the usual and customary rights of ingress and egress for the purposes of exploring for, drilling, developing, and/or producing said oil, gas and other minerals owned by said developer.
4. All streets shall be for the exclusive use of the lot owners in the subdivision subject to the easements hereinabove provided until such time as developer dedicates said streets to the public; and developer reserves the right to dedicate said streets to the public without the written consent of the lot owners. The Architectural Control Committee, hereinafter described, shall be charged with the duty, but not the financial obligation, of maintaining the roads in the subdivision at such time as the Developer shall deem it appropriate to relinquish such responsibilities to the committee.

RESTRICTIONS

With the purpose of setting forth a substantial uniform plan for development, developer does hereby covenant and provide that developer, his heirs, administrators and assigns and all parties holding title by, through and under him, shall hold such land subject to the following restrictions running with the land which shall be observed by all lot owners, their heirs, administrators, successors and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any lot or lots in the subdivision, to-wit:

1. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until December 31, 2000 A.D., at which time said covenants shall automatically be extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of said lots has been recorded in the Deed Records of Polk County agreeing to change, modify, or terminate these covenants, in whole or in part.
2. If any lot owner should violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned developer, his heirs, administrators or assigns to enter and abate such violation without liability; or the developer, his heirs, administrators or assigns, or any other person or persons owning any lot or lots situated in said subdivision shall have the right to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the restrictions, and either to prevent him or them from doing, or to recover damages for such violation. In such event of any violation or threat of violation of any of the covenants herein, the owners or any owner of any lot in the subdivision may bring action at law or in equity, either for injunction, action for damages or such other remedy as may be available. In the event that the developer or any lot owner recovers

judgment against any person for violation or threat of violation of any of the covenants herein, the developer or any lot owner shall be entitled to recover from such person reasonable attorneys fees. The failure by any lot owner or the developer to enforce any restriction, condition, covenant or agreement herein shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause action against the developer or such lot owner.

3. The violation of any restriction or covenant herein shall not operate as to invalidate any mortgage, deed of trust or other lien acquired or held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.
4. No building shall be erected, placed or altered on any lot in this subdivision until the plans and specifications for such building or alteration thereto have been approved in writing by the Architectural Committee of the subdivision. Such Architectural Committee shall be appointed and will serve as hereinafter designated. The committee must either approve or reject such plans and specifications in writing within 30 days after the same have been submitted, otherwise it shall be deemed that such plans and specifications have been approved.
5. All of the lots are restricted to residential purposes only. Such residences are not to exceed two stories in height and in no event shall any private garage exceed the height of the residence. Any private garage may contain living quarters for bona fide servants.
6. On lots 20 thru 33, the ground floor of the living area of the main structure (exclusive of open porches and garage) shall not be less than 1000 square feet. On all other lots, the ground floor of the living area of the main structure (exclusive of open porches and garage) shall not be less than 1200 square feet.
7. No building shall be located on any residential lot nearer than 25 feet to the front line, nor nearer than 5 feet to any side street line, nor nearer than 5 feet to an interior lot line. Corner residential lots shall be deemed to front the street side having the least frontage.
8. One (1) family residences only may be erected, placed or permitted to remain, upon any lot or lots in PINE VALLEY. Said lots and the improvements thereon shall not be used for business purposes nor for any commercial, manufacturing or apartment house purposes.
9. No residence or other building or 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.
10. No noxious, offensive, unlawful or immoral activities shall be carried on upon any lot, street 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.
11. 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.

12. No lot shall be used for the purpose of raising hogs, sheep, rabbits or other animals for 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.
13. 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 COMMITTEE.
14. 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.
15. 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 COMMITTEE.
16. 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. In any event, the Developer or the ARCHITECTURAL CONTROL COMMITTEE may in the exclusive judgment of its members grant permission in writing to lot owners for the displaying of approved signs offering such lots for sale. Developer and the ARCHITECTURAL CONTROL COMMITTEE may remove any unapproved sign violating this provision without the consent of the lot owners and without any liability by reason thereof.
17. No boat, trailer or equipment shall be parked on any street in said subdivision.
18. 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 COMMITTEE.
19. No hunting or shooting of firearms shall be permitted in the subdivision by anyone.
20. Notwithstanding anything to the contrary contained herein, the Developer reserves to himself, his agents and employees, the right to use any lot or lots for a subdivision sales office and/or maintenance building and equipment storehouse, and the right to place signs for any purpose upon any lot or in the subdivision at locations of his or their choosing.

COMMITTEE

There is hereby created the PINE VALLEY ARCHITECTURAL CONTROL COMMITTEE, which shall initially be composed of not less than two (2) persons.

The Committee shall be composed initially of the developer and one additional member to be appointed by the developer and said developer shall have the sole exclusive authority each year to appoint new or additional members of the committee as he deems necessary until all the lots in said subdivision are sold. Within 90 days after developer has sold all the lots in said subdivision

or sooner if the developer so desires, the committee shall call a meeting of all lot owners to elect a new Architectural Committee which shall be composed of elected lot owners, and similar elections shall be held each year thereafter. A vacancy on the committee, resulting from the death or resignation of any member of the committee or from the refusal or inability of any member to serve, may be filled by appointment by said developer, his successors, heirs or assigns.

Written notice of each meeting called to elect a new committee after the sale of all lots within the subdivision shall be mailed to each lot owner at his last known address at least 10 days before the date of the meeting. At each election, the owners of each lot shall be entitled to one vote. Votes may be cast in person or by the holders of properly executed written proxies. The owners of more than one lot shall only be entitled to one vote.

The committee shall function as representatives of all of the property owners in the subdivision, and shall be authorized to enforce by appropriate proceedings the foregoing restrictions; enforce or release any lien imposed on any lot by reason of a violation of any of the foregoing restrictions; and approve or reject plans and specifications for buildings to be erected in said subdivision; and approve or reject any reasonable request of lot owners.

ASSESSMENTS

Upon the sale by 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 an annual maintenance charge of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00), per lot, for the purpose of creating a fund to be expended by the Developer during such time as he directly retains control and supervision over the roads of the subdivision and thereafter by the ARCHITECTURAL CONTROL COMMITTEE after it assumes responsibility for the supervision and control of said roads 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. However, such lien shall be subordinate and inferior to any mortgages or deeds of trust securing the payment of a promissory note or other indebtedness on any lot or lots in the subdivision. 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, collecting and disposing of excess rubbish, trees and the like; tending vacant lots and, in doing any and all other things necessary or desirable in the opinion of the management of Developer or the said ARCHITECTURAL CONTROL COMMITTEE after it assumes responsibility for the subdivision; to keep the subdivision neat and in good repair, or which it considers to be of a 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 preceeding calendar year will be made available to any lot owner in the subdivision upon request.

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 from the date hereof until December 31, 2000; and shall be extended automatically thereafter for successive periods of Ten (10) years each unless and until the owners of the subdivision lots by a majority of all lot owners, as heretofore provided, shall with one vote being allowed for each lot owned, vote to discontinue such maintenance charge 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.

GENERAL PROVISIONS

1. All restrictions, reservations and covenants shall be binding upon the purchaser of any lot, or the successors, heirs and assigns of the purchaser of any lot. If developer or any of his heirs or assigns or any purchaser or the successor, heirs and assigns of a lot owner shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said property situated in said subdivision, to prosecute any proceeding at law or in equity, against the person or persons violating or attempting to violate any such covenant and either to prevent, enjoin or restrain him or them from so doing, or to recover damages or other dues for such violation.
2. If anyone or more of the foregoing restrictions or provisions and covenants shall become or be held to be invalid by reasons of waiver, judicial decision or otherwise, the other provisions set forth above shall not be affected thereby, but shall remain in full force and effect.
3. In the event that there is any doubt or ambiguity as to the intent, intendement or meaning of any covenant, assessment, restriction, stipulation or reservation contained herein or any portion thereof, all doubts shall be resolved in favor of upholding the broadest construction of said covenant, assessment, reservation, restriction or stipulation or any portion thereof.

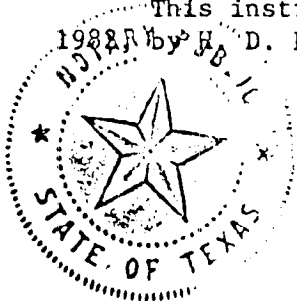
IN WITNESS THEREOF the developer, H. D. BARKER, has signed and executed this instrument on this the 6th day of October, 1982.

H. D. Barker
H. D. BARKER

THE STATE OF TEXAS I

COUNTY OF POLK I

This instrument was acknowledged before me on the 6th day of October, 1982 by H. D. BARKER.



R. Malcolm Jones
Notary Public, State of Texas
R. Malcolm Jones
Notary's Printed Name
My Commission Expires: 3-1-84

Return to:

H. D. Barker
Rt. 2, Box 28
Livingston, Texas 77351

THE STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 7th day of October 19 82 at 4:36 o'clock P.M. and was this day duly recorded at 3:47 o'clock P.M., in Vol. 421 Pages 195 et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 12th day of October 19 82



ALINE STEPHENSON
Clerk, County Court, Polk County, Texas

By *June Grimes* Deputy
JUNE GRIMES

