

DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS

WILSCOTT ESTATES SUBDIVISION

IN

STATE OF

COUNTY OF SMITH

ABODE CONSTRUCTION, INC.. (sometimes hereinafter called "Developer"), being the owners of that certain tract of land hereby named WILSCOTT ESTATES SUBDIVISION (the "Addition") in Smith County, Texas, described in the attached Exhibit "A", does hereby declare that all the lots shown thereon, are held and shall be conveyed subject to the reservations, restrictions, and covenants hereinafter set forth, and which run with the land and shall be binding on any subsequent owners of the lots, their heirs, executors, administrators, successors and assigns (the "Protective Covenants").

1. **DECLARATION**

The provisions hereof are hereby made a part of each contract and deed in respect of any lot to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

2. **TERM**

All of the restrictions, conditions, and covenants set forth herein (sometimes referred to as "Restrictions") shall affect each and all of the lots and tracts in the Addition except as otherwise set forth herein and shall run with such lots and tracts and shall exist and be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date of filing hereof, after which time the same shall be automatically extended for successive periods of ten (10) years each; unless within sixty (60) days of the expiration date of any such period, the then record owners of a majority of the lots covered hereby shall vote to modify or discontinue the provisions hereof.

3. **ENFORCEMENT**

If any owner of any of the Addition or any person shall violate or breach Any of the Restrictions, any other owner or owners of any part of the Addition shall have the right to prosecute any proceeding at law or in equity (including suit for permanent injunction) against any such person or persons who are violating or attempting to violate or breach any of such Restrictions, and shall have the further right to use any other lawful means to prevent any such violations or breach.

4. **AMENDMENT/VARIANCE/WAVIER**

No delay or omission on the part of the Developer, or its successors or Assigns in interest, or of any owner or owners, in exercising any right, power, or remedy herein provided for in the event of any breach of any of the Restrictions shall be construed as a waiver thereof or acquiescence therein unless a time period set forth herein applicable to the particular provision or breach has expired; and no right of action shall accrue, nor shall any actions be brought or maintained by anyone whomsoever against Developer, its successors or assigns, for or on account of its failure or neglect to exercise any right, power of remedy herein provided for in the event of any such breach, or for imposing herein agreements, conditions, restrictions, charges or covenants which may be enforceable.

5. **MORTGAGE VALIDITY**

Violation of any part of this Declaration shall not default or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot, or portion thereof, but the Restrictions shall be enforceable against any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of this Declaration occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

6. **INVALIDATION**

Invalidation of any one of these Restrictions for any reason shall in no way effect any of the provisions which shall remain in full force and effect.

7. **RESTRICTIONS**

7.1 **Residential Use:**

All of said property shall be occupied and used for single family residential purposes only.

7.2 **Plans and Specifications:**

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan have been approved in writing by Developer or its authorized representatives.

In the event the Developer or its authorized representatives fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to the completion hereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the Developer nor its authorized representatives shall be entitled to any compensation for services performed with regard to this covenant. The powers and duties of the Developer and its authorized representatives shall cease on December 31, 2008 unless sooner terminated pursuant to Section 7.15. Thereafter, the approval described in this covenant shall not be required unless prior to said date a written instrument shall be executed by the then record owners of majority of the lots in the Addition who shall thereafter exercise the same powers previously exercised by the Developer. As used herein the Developer shall be the "Controlling Party" until such time as its powers and duties have terminated.

7.3 **Building Size:**

Each residence on each lot shall contain not less than One Thousand Eight Hundred (1,800) square feet of fully enclosed floor area devoted to living purposes. Said floor shall be exclusive of roofed or unroofed porches, terraces, and other outbuildings and shall be computed from faces of exterior walls. No residence shall exceed two stories in height.

7.4 **Building Material-Roof:**

No dwelling shall be erected on a lot of material other than Brick, stone, brick – veneer, or other masonry material unless the above named materials constitute at least eighty percent (80%) of the outside wall areas below the first floor plate line, excluding window and door areas, below gables or roof areas. No Roof shall be made of wood or tin shingles or covering. Roof will be constructed with 25-35 year laminated shingles. Roof pitch for homes constructed will be a minimum of 7-12 pitch.

7.5 **Outbuildings:**

No trailer, mobile home, modular home, tent, camper vehicle or temporary house shall be placed or erected on any lot for use as a dwelling. No temporary buildings or structure of any kind may be placed on any lot, except that the Developer may grant permission for temporary buildings or structures to be placed on lots for storage of materials during construction by the persons doing such work and for a temporary sales office for Developer or any other person engaged in the sale of lots. Within thirty (30) days after written notice from the Developer to remove the buildings or structures. Such temporary buildings must be removed.

7.6 **Fences, Boundary Plantings:**

No fence, wall or hedge shall be placed on any lot nearer to any front street than is permitted for the house on said lot and no fence, wall or hedge shall be placed on any portion of the site with a greater height than eight feet (8'). Any fencing as otherwise provided for herein, shall be constructed of wood in a stained natural color. Should a hedge, shrub, tree or other planting be placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property boundary lines. No fence will be placed in right of way for the gas easement,

7.7 **Landscaping, Grounds Maintenance:**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary.

Condition. Lawns shall be of grass, which shall be regularly maintained by watering, mowing and edging and be substantially free of weeds and debris.

7.8 **Animals**

No person owning any lot or lots shall keep domestic animals of a kind ordinarily used for commercial purposes on his property, and no person owning any lot or lots shall keep any animals in number in excess of that which may use for the purpose of companionship for the private family, it being the purpose and intention hereof to restrict the use of said property so that no persons shall quarter on the premises horses, cows, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys or any other animal that may interfere with the quietude, health or safety of the community.

7.9 **Vehicles:**

No trailer, semi tractor, trailer or truck, camper, boat or inoperable automobile or motorcycle shall be left on the street or within the front yard. Inoperable vehicles shall also include a vehicle that does not have a current inspection sticker or license plate or tag.

7.10 **Antennas/Aerials:**

No radio, television or other aerial shall be visible on the roof of any building and no such aerial shall be maintained on any lot containing a dwelling that will be visible from a front street view.

7.11 **Signs:**

No sign of any kind shall be displayed to the public view on any lot except:

(a) one sign of not more than five (5) square feet,

advertising the property for sale or rent;

(b) signs used by a Builder to advertise the property during construction and sales period;

(c) signs of such shape, size and location as the Developer deems necessary for security control to advertise the project.

(d) Political sign may be erected on the lots by the owners of such lots and may be no more than five (5) square feet. All signs must comply with and be removed according to the City of Tyler Ordinance.

(e) Garage sale signs may be placed on an owners lot for no more than three (3) days.

7.12 **Sports Equipment:**

No permanent basketball goal or other permanent sports equipment will be placed facing the street or in the front yard or side yard, except very near the house.

7.13 **Storage Sheds:**

Approved by the Developer, or appointed Representative, structure such as workshops, sheds, outbuildings or accessing structure can be used on or placed on any lot that will be visible from the street as approved by Developer.

7.14 **Drainage:**

It is intended that the Addition be developed in an orderly manner such that each such lot owner shall absorb its share of drainage responsibility with respect to the surface water running across, from or to the Addition as a whole. To the extent any lot should be developed in a manner which disproportionately diverts surface water onto another lot or is otherwise developed so as to not absorb its proportionate share of responsibility for the Addition surface water drainage, then the Controlling Party shall be entitled to require the lot owner of any such lot to rectify such situations.

7.15 **Subsequent Controlling Party: Majority of Lot Owners**

When the powers and duties of the Developer cease on December 31, 2008, or sooner if all lots have been sold, including any platted, replatted, subdivided or resubdivided or annexed property. The owners of the lots constituting sixty-seven percent (67%) in majority vote shall be the Controlling Party. The Controlling Party may modify or amend these Protective Covenants to provide for security or any other restrictions to promote the maintenance and well being of the Addition.

7.16 **Offensive Activity:**

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

7.17 **DEVELOPER'S RIGHTS**

Subject to the approval of any and all appropriate Government agencies having jurisdiction, Developer hereby reserves the right, so long as Developer is Controlling Party to subdivide or resubdivide, as the case may be, plat or replat, as the case may be, and/or execute further covenants, restrictions and amendments thereto, charges, easements and liens on all or any part of the property,. It is acknowledged that the Property, including any annexed property may be developed in phases. Developer is specifically authorized and reserves the right to plat or replat and to undertake the development, if any which occurs with respect to all phases.

Subject to the approval of any and all appropriate government agencies having jurisdiction, Developer hereby reserves the right, so long as the Developer is Controlling Party to annex additional adjacent property to the subdivision and ready same for development. Any such annexation shall have the effect of imposing these Protective Covenants against such adjacent property so annexed.

Developer's interpretation of the meaning and application of the provision hereof shall be final and binding on all interested parties,

Developer may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to Developer.

Developer may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to Developer and any such assignee shall have the same right to so assign.

EXECUTED this the _____ day of _____, 2006.

ABODE CONSTRUCTION, INC.

By: 
William C. Oliver, President

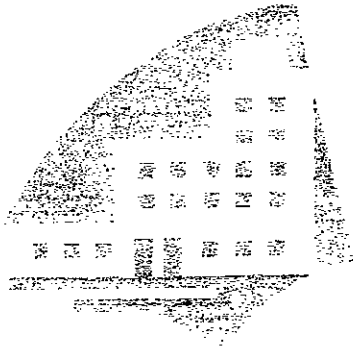
STATE OF TEXAS

COUNTY OF SMITH

BEFORE ME the undersign Notary Public in and for Smith County, Texas, on this day personally appeared WILLIAM OLIVER, President of Abode Construction, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2006.

Notary Public – State of Texas



Abode Construction

(903) 521-9350 cell (903) 534-2940 (903) 534-2947 fax

TO Broad Conway

BUSINESS _____


FAX # _____

NOTES These are the one's on file
with Smith Co. Thanks
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OF PAGES _____ INCLUDING THIS PAGE

Thank you,

Abode Construction

| | |
|---|---------------------------|
| ABODE CONSTRUCTION COMPANY | |
| WILLIAM C. OLIVER JR. SCOTT K. OLIVER | |
|  Abode Inc | GENERAL CONTRACTOR |
| Ph: 903-521-9350 903-570-4299 Email: abodeconstructioninc@netzero.net | |

