

DECLERATIONS OF RESERVATIONS, RESTRICTIONS, AND CONVENANTS

STATE OF TEXAS §
COUNTY OF GREGG § KNOW ALL MEN BY THESE PRESENTS:
§

WOODWAY PARK PHASE THREE

A Traylor Company, LLC. (Sometimes hereinafter called Developer) being the owner of that certain tract of hereby named Woodway Park Phase Three in Gregg County, Texas, 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. This property being more particularly described as follows, to-wit:

All that certain tract, or parcel of land being 8.209 acres being part the residue of certain called, 29.845 acre tract conveyed to A Traylor Company, LLC., by an instrument of record G.C.C.F. 200814046, Public Official Record, Gregg County, Texas (P.O.R.G.C.T.). Said 8.209 acres situated in the Dolores Sanchez Survey, 4-186, Longview, Gregg, County, Texas, being subdivided into lots 1 through 28, Block L, Woodway Park Phase 3, as recorded with Gregg County.

1. DECLARATION:

The provisions hereof are hereby made 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 shall affect each and all lots in the addition and shall run with such lots and shall exist and be binding upon all parties claiming under them for a period of ten years from the date of filing hereof, after which time the same time shall be automatically extended for successive periods of ten years each; unless within sixty 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 against any such person who is violating or attempting to violate any such Restriction, and shall have the further right to use any other lawful means to prevent any such violations or breach.

4. 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, and the actions shall be enforceable against any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure.

5. RESTRICTIONS:

5.1 **RESIDENTIAL USE, PLANS AND SPECIFICATIONS.** All of said property shall be occupied and used for single family residential purposes only. There shall not be erected upon any one lot or tract, as designated by the plat of said Addition, more than one residence, one separate garage, and two out buildings. Said premises shall be used for private residence purposes only, and shall not be used for the purpose of selling intoxicating liquors or illegal substances, and no business will be permitted on the premises. The storing or warehousing of a stock of goods or material, whether in the premises or on the residence property or its associated structures will not be permitted. All the residences must have a garage or carport, either attached or detached, of sufficient size to store two automobiles. Garages may front on the street. Carports may not open to the street. No modifications of an existing residence shall be allowed as to eliminate the garage or carport on a concrete foundation.

5.2 **TRAILERS.** No recreational vehicles, boats, trailers, tractor/trailer rigs, tents, temporary structures, or other similar structures or vehicles may be erected, parked, or stored on any part of said premises. Recreational vehicles, motor homes, all-terrain vehicles, travel trailer or similar structure shall be used as a temporary or permanent residence. Prefab and modular homes shall not be placed on the premises.

5.3 **MATERIALS.** All building or structures erected or maintained on any lot in this subdivision must have the exterior completed within 210 days after ground breaking. A minimum of ninety percent (90%) if all construction materials must be new, all residences and attached garages shall have sufficient outside wall coverings of at least sixty percent (60%) masonry or masonry equivalent.

- 5.4 **DETACHED STRUCTURES AND STORAGE SHEDS.** No more than two detached structures, exclusive of a detached garage, shall be erected on any lot or tract, no structure such as shacks, sheds, outbuildings or accessing structures shall be used on or placed on any lot that will be visible from the street or that will interfere with or restrict the enjoyment of or view from any other property owner's lot.
- 5.5 **FENCING.** No fence shall be permitted to extend nearer to any street than the front of a residence. Privacy fencing of any type shall not be a height greater than eight feet.
- 5.6 **ANIMALS.** No family may keep, permanently, on the premises or within any improvement situated thereon more than two dogs and two cats except when females have their young. No farm animals, livestock, or exotic animals shall be permitted.
- 5.7 **SIGNS.** No signs 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 property for sale or rent.
 - b. Signs used by a builder to advertise the property during constructions and sales period.
 - c. Signs of such shape, size, and location as developer deems necessary for security control or to advertise the project.
- 5.8 **SPORTS EQUIPMENT.** No basketball goal or other permanent sports equipment shall be placed facing the street or in the front yard or side yard, unless within five (5) feet of the house.
- 5.9 **SQUARE FOOT MINIMUMS.** All single-family residences shall have a minimum of **1,400 square feet of heated and cooled living space.**
- 5.10 **DRAINAGE.** It is intended that the Woodway Park Phase Three be developed in an orderly manner such that each such lot owner shall adsorb its share of drainage responsibility with the 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 the 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 situation.

5.11 **SIDEWALKS.** Owner will be required to install 5ft sidewalks along property frontage as required by city.

5.12 **SUBSEQUENT CONTROLLING PARTY.** When the powers and duties for the developer cease on January 1, 2024 or sooner if seventy-five percent (75%) of all lots, including any platted, re-platted, subdivided lots have been sold by developer, the owners of the lots constituting fifty-one percent (51%) in majority vote may form a Homeowners Association or Architectural Control Committee to enforce the Protective Covenants. The controlling party may modify or amend these covenants to provide for security or any other restrictions to promote the maintenance and well being of the addition. Any such modification or amendment shall require a majority vote of eighty percent (80%) of the lot owners.

A. **Formation of Homeowners Association.** Any Homeowners Association formed pursuant to this section shall be operated as a non-profit corporation under the laws of the State of Texas. The articles of incorporation shall provide for the collection and use of assessments, which such assessments shall include maintenance assessments, which shall be set forth therein for the purposes of promoting the recreation, health, safety, and welfare of the owners, residents, and tenants of the property as the association in its discretion may deem appropriate.

The Association shall act through a three-to-five-member Board of Directors, which shall manage the affairs of the association.

B. **Covenants for Assessments.** The Board of directors may levy maintenance assessments which may include, but not limited to, landscaping of both public and private lands adjacent to the property, and shall be used by the association and based on a per square foot of land basis. Each year or otherwise from time to time, the Board of Directors may determine and certify the amount of assessment consistent with other comparable residential developments.

C. **Liens and further powers.** The assessments shall each constitute and be secured by a separate and valid and subsisting lien, which shall exist upon each lot for the benefit of the association.

The association shall further modify these protective covenants, to provide for to clarify the powers of the association for the purposes set forth herein.

Nothing in these declarations shall be construed to require the formation of a Homeowners Association.

6. **DEVELOPER RIGHTS.** 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 subdivide or re-subdivide the plat or re-plat, and/or

execute further covenants, restrictions and amendments thereto, changes, easements, and liens on all or any part of the property. It is acknowledged that the property may be developed in phases by annexation of property identified in the attached field notes, Exhibit B. Developer is specifically authorized and reserves the right to plat or re-plat and to undertake the development, if any which occurs with the 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 and ready same for development. Any such annexation shall have the effect of imposing these protective covenants against such adjacent property.

Developer interpretation of the meaning and application of the provision thereof shall be final and binding on all interested parties at any time in question.

Developer may at any time appoint a committee of one or more persons to exercise any of 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 rights to assign.

A TRAYLOR COMPANY, LLC.

By: _____
Andrew Traylor, President

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2021, by Andrew Traylor, President of A Traylor Company, LLC. A Texas limited liability company, in his capacity thereof on behalf of said company.
