

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS

**OAK TRAIL**

PREAMBLE

This Declaration of Covenants, Conditions and Restrictions is made as of the 22nd day of May 2017, at Kilgore, Rusk County, Texas by Windsor Park Land Development, LLC (the "Developer"), whose mailing address is P.O. Box 1974, Kilgore, TX 75663.

RECITALS

1. Developer is the owner of all that certain real property (the "Property") located in Rusk County, Texas, described as follows:

Oak Trail as shown by Plat of record in the County Clerk's Office of Rusk County, Texas to be recorded along with this Declaration of Covenants, Conditions and Restrictions.

2. Developer has devised these covenants, conditions and restrictions for the entire Property, and to provide a common scheme of development designed to protect and safeguard the Property over a long period of time.

3. These restrictions will preserve the values and amenities of the Property situated within the subdivision, benefit the Property in general, the parcels and Lots that constitute the Property, the Developer, and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenants and implied equitable servitudes, Developer desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of the design guidelines.

NOW, THEREFORE, Developer hereby impresses the Property with the following covenants, conditions and restrictions, which shall be applicable to the ownership, use, development and sale of each Lot within the boundaries of the Property, and any contract, deed or other instrument covering any Lot in the Property shall be conclusively held to have been executed, delivered and accepted subject to this Declaration, regardless of whether or not the terms of this Declaration are set out in or incorporated by reference in any such contract, deed or other instrument. The terms and conditions of this Declaration shall be considered a covenant running with the land and shall inure to the benefit of the Developer, its successors and assigns, and all subsequent owners of any Lot within the Subdivision, their respective heirs, legal representatives, successors and assigns.

ARTICLE ONE  
DEFINITIONS

1.1 "Developer" shall mean Windsor Park Land Development, LLC, its heirs, successors and assigns, provided such assigns are so designated in writing by the preceding Developer.

12     "Hazardous Materials" shall mean (any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980(42 U.S.C. Section 9601 et seq.) As amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) petroleum products and polychlorinated biphenyls; (e) any substance and presence of which on the Property is prohibited b any government requirement; and (f) any other substance which by any government requirement requires special handling in its collection, storage, treatment, or disposal.

13     "Lot" shall mean each separate lot or tract of land subdivided and conveyed out of the Property or shown as a separate lot on any recorded subdivision Plat of the Property.

14     "Owner" shall mean any person, firm, corporation or other entity which owns a Lot.

15     Plat" shall mean any recorded subdivision Plat of the Property.

## ARTICLE TWO EXTERIOR MAINTENANCE

2.1     If any Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and of their improvements located on the Lot, all at the expense of the Owner, and to file a lien against the Lot to secure Developer.

2.2     Lot Maintenance. All Lots must be maintained in a neat and orderly fashion, with all grass, weeds, and other vegetation being mowed regularly. No lots shall be used for the dumping or storage of rubbish, trash, debris, surplus soil, rocks or junk cars. Any firewood for use by any lot owner must be stored behind the principal place of residence or detached building or workshop and not visible from any public road. In the event any owner of any Lot violates these restrictions, the Developer may perform required maintenance and cure the violation at the Owner's expense, with any expense incurred by the Developer to be reimbursed upon demand, plus interest thereon at the rate of eighteen percent (18%) per annum from the date of demand until paid in full.

## ARTICLE THREE USE RESTRICTIONS AND ARCHITECTURAL STANDARDS

3.1     Residential Use Only All Lots shall be used for single-family residential purposes only. Single-family use consists of use as a dwelling by two or more natural persons who are related by marriage or kinship or by not more than two natural persons who are not related by marriage or kinship. No business, professional or other commercial activity of any kind shall be operated from or out of any residence or accessory structure situated upon any Lot. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property.

3.2 Type of Buildings Permitted All residences constructed on Lots shall be constructed of a traditional, southern, or other well established architectural style of construction and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single- family dwelling and a private garage or carport, with a minimum roof pitch of 4:12. Exterior wall construction must be of brick or siding approved by Developer. No detached garages or carports will be allowed. All garages or carports must be connected to the principal place of dwelling. Metal shops or other outbuildings are allowed. Any detached buildings or shops must be 15 feet from the adjoining property line and be compatible with the color scheme of residence.

3.3 Design, Minimum Floor Area Any residence constructed on a Lot must have not less than 1,500 square feet, heated and cooled.

3.4 Setbacks No building shall be located on any Lot nearer to the front Lot line than the minimum building setback lines. No residence shall be erected closer than 40 feet to the front property line and no nearer than 10 feet from the boundary line of the adjacent owner.

3.5 Re-subdivision or Consolidation No Lot shall be re-subdivided or split without Developer's consent. Lots may be consolidated.

3.6 Noxious or Offensives Activities Prohibited No noxious or offensive activity shall not be conducted on any Lot or Lots nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

3.7 Prohibited Residential Uses No structure or temporary character for residential use including, but not limited to, trailers, mobile homes, motor homes, basements, tents, shacks, garages, or other outbuildings or accessory structures shall be used on any Lot at any time as a residence, either temporarily or permanently.

3.8 Signs No signs of any type shall be allowed, erected or maintained on any Lot except a "For Sale" sign or sign not exceeding 4 square feet in size, or a sign owned by the Developer.

3.9 Rubbish, Trash and Garbage No Lot shall be used or maintained as a dumping ground for rubbish, trash, debris, surplus soil or rocks. All garbage and other waste shall be kept in sanitary containers. No trash, garbage, refuse or any other waste shall be thrown or dumped on any Lot in the Property.

3.10 Sewage Disposal All septic systems must be aerobic systems and shall conform and be in compliance with all rules and regulations of the Rusk County Health Department or other governmental authority or agency having jurisdiction over the construction, installation and maintenance of septic systems.

3.11 Animals Only dogs and cats may be kept on any Lot, and they may not be bred or maintained for commercial purposes or for sale. Dogs and cats must be kept on their Owner's Lot and not permitted off the Owner's Lot except on a leash or accompanied by the Owner. No hogs or swine, or sheep, goats, chickens or other such farm animals of any kind shall be raised, kept or bred on any lot. No Pitt bull dogs or dangerous animals are allowed on any lot without the sole and

absolute discretion of the Developer no offensive or noxious activity of any kind or manner in connection with the keeping of animals on a Lot shall be permitted

3.12 Fences, Walls, Hedges and Utility Meters 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. No fence or wall shall be placed on any portion of the sites with a greater height than 6 feet. Should a hedge, shrub, tree, flower or other planting be so placed or afterwards grown so as to encroach upon adjoining Property, such encroachment shall be removed upon request by the owner of the adjoining Property. A fence of at least 4 feet in height is required around any private pool in any backyard of any Lot in this addition.

3.13 Trucks, Buses and Trailers No boats, buses, trailers, mobile homes, campers, boat trailers or similar wheeled vehicles shall be stored (except temporarily not to exceed 24 hours) nearer to the street than the front of the residence situated thereon, and no such vehicle shall be stored or parked on a Lot except in a closed garage or within the fenced, walled or enclosed portion of such Lot as not to be visible from the street. No commercial trucks or trailers may be parked or stored on or in front of any Lot except in making deliveries.

3.14 Poles, Masts and Antennas No poles, masts, radio or television antennas or satellite dishes of any type, size or height shall be installed or constructed on any portion of the Lot between the front of the house and the street which it faces.

3.15 Landscaping The front yard of each dwelling shall be maintained in a neat manner free and clear of any debris.

3.16 Hazardous Materials The placement, holding, locating, disposal, manufacture, storage, or dumping of any Hazardous Materials on any Lot is prohibited.

3.17 Driveways All driveways must be of concrete or asphalt construction.

#### ARTICLE FOUR EASEMENTS

4.1 Reservation of Easements All easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved of record. The right of entry to any such easement is reserved for the purpose of construction, maintaining or repairing any such utility lines or drainage lines and it is expressly understood and agreed that neither the Developer or its successors or assigns nor the operator of any such utility line shall be liable for damages to plants, fences or driveways situated upon such utility easements and occasioned by and such construction, maintenance or repair as may be required. No building or other permanent structure shall be erected or maintained within areas designated on any recorded plat as utility and drainage easements.

4.2 Underground Utilities All utilities shall be underground. An underground electricity distribution system shall be installed to serve all Lots in the subdivision. Each Owner, at the Owner's cost, shall install, furnish and maintain a meter loop (in accordance with then-current standards and specifications of the electric company) for the residence constructed on the Lot. For as long as underground service is maintained, the electric service to each Lot shall be

uniform in character and exclusive of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

## ARTICLE FIVE GENERAL RESTRICTIONS

5.1 A Lot or portion of any Lot that is exposed to the public view must be maintained by the Owner in a neat and orderly fashion.

5.2 No building material of any kind or character shall be stored upon the Lot until the Owner is ready to commence improvements.

5.3 All houses and structures permitted shall be completed within 9 months from date of commencement of the construction.

5.4 During construction of a dwelling on any Lot, a trash dumpster or other adequate trash container shall be maintained on that Lot and used for the disposal of garbage, trash and rubbish from the construction of such dwelling.

5.5 Mailboxes in the front of a Lot will be subject to approval by the Developer.

5.6 No garage or other building on the Property shall be used as a residence or living quarters, except by Members of the immediate family of occupants.

5.7 All vent pipes shall be vented through the attic and roof to the outside of the structure where possible.

5.8 No boat, mobile home, trailer, boat rigging, truck larger than a one and one half (1 1/2) ton truck, motorcycle, or bus shall be parked or kept in the street, in front of, or side of any Lot. No inoperable or unused automobiles, trucks, trailers, or vehicles shall be parked on any Lot. Boats, trailers, or campers may be kept in the back yard of a Lot as long as fencing is in place that would cause the boat, trailer or camper to be out of sight from adjoining Lots or public open areas. No vehicle of any size which normally transports flammable or explosive cargo may be kept on any lot at any time. Operable automobiles must be parked in the garage or on the driveway and shall not be parked in the grass portion of the yard of any Lot. No commercial trucks or trailers such as an 18 wheeler shall be stored or parked upon or in front of any Lot.

## ARTICLE SIX RIGHTS RESERVED BDEVELOPER

6.1 Reserved Rights of Developer Notwithstanding any other provisions contained in the Declaration to the contrary, the Developer reserves the right, upon application and request of the Owner of any Lot, to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant/Owner by Developer) the application of any of these Restrictions to such Lot if, in the sole and absolute discretion of the Developer, such action is necessary to relieve a hardship or to permit good architectural planning and development to be effected.

Developer further reserves the right:

1. To re-subdivide or consolidate any Lot or Lots; and,
2. To change the location of streets and easements prior to the time the same are actually opened for public use and availed of by the public or public utilities, however, in no case shall any such change deprive an Owner to reasonable access.

6.2 Exemption of Developer Exempted from these Restrictions are activities carried on by the Developer in connection with Developer's development of the Subdivision and regular pursuit of construction, maintenance and sales within the Subdivision until all construction and development activity has been completed and all Lots have been sold by the Developer to a first purchaser .

6.3 Assignment Developer shall have the right to assign to any person or persons, corporation or other legal entity any or all rights, powers, reservations and privileges herein reserved by and to Developer, and any such assignee shall have the right to assign.

6.4 Limitation of Developer's Liability Developer, as well as its members, principals, officers, agents and employees shall not be liable to any Owner of any Lot or any other party for any loss, claim or demand in connection with any breach of any provisions of this Declaration by any other party.

## ARTICLE SEVEN GENERAL PROVISIONS

7.1 Enforcement The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. In the event any such proceedings are initiated, the party initiating any such proceedings shall be entitled to recover against any violator all expenses incurred in connection therewith, including court costs and attorney fees. Developer has no duty and shall not be responsible for enforcement of these Restrictions and Developer shall not be liable or subject to any recourse for any failure to enforce these Restrictions.

7.2 Severability Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.


7.3 Covenants Running with the Land The easements, restrictions, covenants and conditions created herein are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with each Lot and the Property as whole and shall be binding on all parties having any right, title or interest in the Property in whole or in part, and their heirs, successors and assigns. These easements, covenants, conditions and restrictions shall be for the benefit of the Property, each Lot and each Lot Owner.

7.4 Duration and Amendment The covenants, conditions and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Public Official Records of Rusk County, Texas, and all requisite governmental approvals, if any, have been obtained.

7.5 Attorney's Fees If any controversy, claim or dispute arises relating to this instrument, its breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

7.6 Liberal Interpretation This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

Windsor Park Land Development, LLC

  
By Kenny Mobbs, Partner  
Developer

STATE OF TEXAS §

COUNTY OF RUSK §

BEFORE ME, the undersigned authority, on this day personally appeared Kenny Mobbs, Partner of Windsor Park Land Development, LLC. known to me, or through description in driver's license, identification card or other document identified to me, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27th day of May, 2017.

  
NOTARY PUBLIC, State of Texas

My Commission Expires: 08/02, 2018

