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COVENANTS AND RESTRICTIONS  
ON AND FOR  
THE WOODS RESIDENTIAL SUBDIVISION

FILED  
MARY MORRIS  
COUNTY CLERK  
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SMITH COUNTY, TEXAS  
BY *Dorothy Brackley*  
DEPUTY

THE STATE OF TEXAS ) ( ) ( KNOW ALL BY THESE  
PRESENTS:  
COUNTY OF SMITH ) ( ) (

WHEREAS; The Woods Property Owners Association, Inc., hereinafter referred to as "Association", is a non-profit entity incorporated August 9, 1984 under the Texas Non-Profit Corporation Act for the purpose of creating and carrying out a uniform plan for the development, maintenance and use of lots in Unit I and Unit II of The Woods Residential Subdivision, hereinafter referred to as "subdivision", an addition to the City of Tyler and recorded in Volume 2031, Page 207 and Volume 2222, Page 735, respectively, of the Land Records of Smith County, Texas and any future revisions, supplements or additions thereto, incorporated herein by reference for all purposes;

NOW, THEREFORE, the Association does hereby adopt and establish the following covenants, conditions and restrictions which shall be applicable to the entire subdivision to provide for the development, maintenance, preservation and architectural control; to promote the health, safety and welfare; and to preserve the beautification of the properties for all present and future owners of said lots:

1. Scope of Restrictions. The covenants, conditions and restrictions hereinafter set forth shall constitute covenants running with the land and persons or entities acquiring property in the subdivision, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to any lot within the subdivision, shall thereby agree and covenant to abide by and perform the covenants, conditions and restrictions as set forth herein.

2. Residential Lots. All lots in the subdivision shall be used, known and described as residential lots. No building or structure shall be erected, altered, placed or permitted to remain on any residential lot other than a single-family residential dwelling and, if any, its customary and usual accessory structures, unless prohibited elsewhere herein. No building or structure on any residential lot shall exceed two (2) stories in height.

3. Minimum Floor Space. Each one (1) story dwelling constructed on any residential lot in the subdivision shall contain a minimum of one thousand seven hundred fifty (1,750) square feet of covered floor area, exclusive of all

porches, garages or breezeways attached to the main dwelling. Each one and one-half (1-1/2) story or two (2) story dwelling constructed on any residential lot in the subdivision shall contain a minimum of two thousand (2,000) square feet of covered floor area, exclusive of all porches, garages or breezeways attached to the main dwelling. Notwithstanding any provisions to the contrary, any residence constructed on Lots 1 - 27, inclusive, Block 1539-C of Unit I; and on Lots 30A - 43, inclusive, and Lots 59 - 61, inclusive, Block 1539-C, and Lot 1, Block 1539-Q of Unit II; as shown on the above referenced plat, shall contain a minimum of 2,000 square feet, whether such is a single story or multiple story dwelling.

4. Garages. Each single-family residential dwelling erected on any lot within the subdivision shall provide conventional residential garage space for a minimum of two (2) automobiles. A conventional residential garage is defined as a garage with a maximum vertical door opening of eight (8) feet. Each garage shall open to the rear or side of the residential lot so as not to directly face the residential street or adjacent common area, unless otherwise expressly permitted by the Architectural Control Committee. Driveways shall be constructed of concrete or other material expressly approved by the Architectural Control Committee.

5. Setback Requirements. No building or structure of any type shall be erected on any residential lot in the subdivision nearer to the front property line than indicated by the minimum building setback line on the recorded plat of the subdivision. No building or structure shall be erected nearer to the side property line than: (i) a distance which is equal to ten percent (10%) of the width of the lot, or (ii) ten (10) feet, whichever is less. The lot width shall be measured at the front building line or at the midpoint of the lot, whichever is less. No part of any building or structure may be built any closer than twenty (20) feet from the rear property line for Unit I, nor any closer than twenty-five (25) feet from the rear property line, for Unit II. No portion of any structure, such as eaves or steps, shall encroach upon another residential lot.

6. Fences. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line indicated on the recorded plat of the subdivision. No fence, wall or hedge shall be erected, placed or altered on any lakefront lot that extends nearer to the adjacent common area than the rear property line indicated on the recorded plat of the subdivision. Further, no such fence, wall or hedge shall be erected on a lakefront lot on, or along, the boundary of the adjacent common area so as to enclose the lot. No fence, wall or hedge shall exceed six (6) feet in height unless otherwise specifically required by the City of Tyler. All clothes

lines or service facilities must be enclosed within fences, walls or landscaping so as not to be visible from the immediate residential street or adjacent common area. All fences must be of wood construction or other material expressly approved by the Architectural Control Committee, except that fences constructed on lakefront lots will be of brick and wrought iron construction and conform to plans and specifications established by the Architectural Control Committee in order to provide uniformity of construction, preserve the beauty of the lake and protect the view of the lake for adjacent property owners. However, no clothes lines, service facilities, fences, walls or hedges shall be erected, placed or altered on any residential lot which borders the common area without the approval of the Architectural Control Committee.

7. Signs. No sign or signs shall be displayed to the public view on any residential lot, except that: (i) any builder, during the applicable initial construction and sales period, may utilize one professional sign (of not more than eight (8) square feet in size) per lot for advertising and sales purposes; (ii) thereafter, a dignified "for sale" or "for rent" sign (of not more than nine (9) square feet in size) may be utilized by the owner of the respective residential lot for the applicable sale or rent situation.

8. Easements; Utilities. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. Except as to special street lighting or other aerial facilities which may be required by the City of Tyler or may be required by the franchise of any utility company, no aerial utility facilities of any type (except meters, riser, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the subdivision whether upon individual lots, easements, streets, or right-of-way including (but not limited to) any person owning or acquiring any part of the subdivision, and all utility service facilities, including (but not limited to) water, sewer, gas, electricity and telephone, shall be buried underground, under streets or utility easements (underground) to any structure located on any part of the subdivision.

9. Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any lot in the subdivision. Temporary structure shall include, but not be limited to, any garage, servant's house or other improvement erected more than one hundred twenty (120) days prior to the completion of the main portion of the single-family dwelling. However, any person or entity engaged in the sale of lots or in the construction of improvements thereon may maintain temporary sales or construction

offices; provided such sales or construction offices are removed within thirty (30) days after completion of sales or construction, as the case may be.

Any boat, bus, camper, campmobile, tractor, trailer, truck, pop-up camper, or any vehicle other than an automobile, pickup or van, if brought within the subdivision, shall be stored, placed or parked within the garage of the respective owner. Further, no mobile home, motorhome, travel trailer, or other vehicle, without limitation, which cannot be stored in a conventional residential garage, as defined in Article 4, will be brought into the subdivision. This limitation does not apply to boats approved for lake use and stored in accordance with Article 11, and temporary parking of the aforementioned vehicles in the subdivision for a maximum period of one week.

10. Garbage; Weeds. No residential lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in sanitary containers. Unless otherwise required by the City of Tyler, no rubbish, trash, or garbage receptacles may be placed on any lot nearer to any street than the minimum building setback line indicated on the recorded plat of the subdivision.

If, at any time, an owner of any residential lot shall fail to control weeds, grass, and/or other unsightly growth, or rubbish, the Association shall have the authority and right to go onto said lot for the purpose of mowing and cleaning said lot and shall have the authority and right to assess and collect from the owner of said lot, a reasonable sum for mowing or cleaning said lot on each respective occasion of such mowing and cleaning. The assessment, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment, together with such interest thereof and cost of collection thereof, shall also be the continuing personal obligation of the person who was the owner of such lot at the time when the assessment occurred. Each and every owner of any lot within the subdivision, by the acceptance of a deed or other conveyance of such lot shall thereby covenant and agree to pay such assessments. The lien securing any such assessment shall be subordinate and inferior to the lien or any mortgage and any renewals or extensions thereof existing prior to the assessment date.

11. Common Area. No vehicle, boat, structure, fence, or sign described herein, nor tree, shrub, flowers, or other article whatsoever, without exception, shall be permanently erected, stored or placed on the common area without approval of the Board of Directors. Boats owned by

lakefront residents will be stored on the owner's lot. The Board of Directors reserves the right to designate a storage area for boats owned by residents of non-lakefront lots. The owner of the boat, and not the Association, is responsible for, and assumes all liability for boats kept or stored on the common area.

12. Offensive Activities. No noxious or offensive activity shall be conducted on any residential lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the subdivision or any portion thereof. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Pets will be confined to the owner's premises at all times, except when accompanied by the owner. Further, no pit bulldogs or other potentially dangerous pets shall be kept on any lot.

13. New Construction. All dwellings and structures erected on any residential lot in the subdivision shall be new construction and consist of at least 50% brick. Old buildings may not be placed on any lot in the subdivision, even if they satisfy all other requirements. All roofs on such dwellings and structures shall be constructed from wooden shingles, composition shingles having a minimum weight of 300 pounds per square or other material expressly approved by the Architectural Control Committee. All mailboxes must be enclosed with masonry or other material expressly approved by the Architectural Control Committee. At the commencement of construction, lot owner shall provide a portable toilet facility which shall be placed on the lot for use by workers. Upon commencement of the framing phase of construction, lot owner shall provide a dumpster which shall be placed on the lot for the accumulation of waste and trash resulting from construction. Lot owner will keep the street and adjacent lots free of building debris and litter at all times.

Upon commencement of construction of a dwelling, the project shall proceed in a timely and orderly manner until completion. However, the dwelling, including landscaping, must be completed within a period of twelve (12) months, or prior to occupancy of the dwelling, whichever occurs first. The Board of Directors reserves the right to assess penalties against the lot owner for delays in completion of a dwelling, including landscaping, in excess of twelve (12) month.

Owners of lakefront lots will prevent erosion of soil into the lake, onto the common area and adjacent property during construction. In the event of unavoidable erosion, lot owner shall restore all areas to their original contour during the landscaping phase of construction. The

Architectural Control Committee shall determine adequacy of such restoration.

14. Architectural Control Committee. The Architectural Control Committee, hereinafter referred to as the "Committee", shall be composed of the Vice-President, Architectural Control and the Board of Directors. The Committee shall function as the representative of the owners of the subdivision lots for the purpose herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential subdivision.

No building, structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specification and a plot plan showing the location of such building structure or improvement have been submitted to and approved in writing by the Vice-President, Architectural Control after approval by the Board of Directors as to: (i) quality of workmanship and materials, (ii) conformity and harmony of external design with existing structures, (iii) location with respect to topography and finished grade elevation, and (iv) the other standards set forth within this instrument.

Final plans and specifications shall be submitted in duplicate to the Vice-President, Architectural Control for approval or disapproval. At such time as the plans and specifications have final approval of the Board of Directors, one complete set of plans and specifications will be retained by the Board of Directors and the other complete set will be marked "Approved", signed by the Vice-President, Architectural Control and returned to the lot owner. If found not to be in compliance with these covenants and restrictions, one set of such plans and specifications shall be returned marked "disapproved" accompanied by a written statement signed by the Vice-President, Architectural Control and the President of the Association, setting forth those items found not to comply with these covenants and restrictions. Any modification or change to the approved set of plans and specifications must again be submitted to the Vice-President, Architectural Control for inspection and approval.

The Board of Directors may from time to time publish and promulgate architectural standards bulletins; such bulletins supplement these covenants and restriction and are incorporated herein by reference. The Board of Directors shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these restrictions. The Committee's approval or disapproval as required in these covenants shall be in writing.

15. Property Owners Association and Assessments.

Each and every owner of any lot within the subdivision, by the acceptance of a deed or other conveyance of such lot, agrees to become a member of the property owners association established for the subdivision and further covenants and agrees that he will bear and pay such portion of the specific expenses required and expended by said property owners association, its successors and assigns, for the maintenance of the common areas including but not limited to parks and lakes, and other expenses or assessments as are deemed necessary by said association. Further, by the acceptance and retention of title to any lot or lots, each grantee, on behalf of himself, his heirs and assigns, does hereby covenant and agree that said property owners association, its successors and assigns, shall have a lien upon the subject lot or lots second only to liens for taxes and any duly recorded mortgage or mortgages placed upon the property prior to the due date of any assessment for such expenses to secure the payment of the aforementioned expenses, including court costs and reasonable attorney's fees incurred in connection with the collection of same.

16. Enforcement.

Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any residential lot in the subdivision or by the President of the Association upon approval by the Board of Directors, or by the City of Tyler, against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both, or to obtain such other relief for such violations as then may be legally available, the Board of Directors shall have an election and right to enforce these covenants and restrictions by a proceeding or proceedings at law or in equity.

17. Validity.

Violation of or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any residential lot in the subdivision. Invalidation of any one of these covenants and restrictions, or any portion there, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflict with mandatory provisions of any ordinance or regulation promulgated by the City of Tyler, then such municipal requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in and land within the subdivision shall contain appropriate language to expressly subject the land within such

conveyance, transfer of assignment to all the covenants and restrictions set forth herein. Words of any gender used herein shall be held and construed to include any gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The captions used in connection with paragraphs herein are for convenience only and shall not be deemed to construe or limit the meaning of language herein.

18. Amendment. At any time, the owners of the legal title to seventy percent (70%) of the lots within the subdivision (as shown by the records of Smith County, Texas) may amend the covenants, conditions and restrictions set forth herein by filing an instrument containing such amendment in the Office of the County Clerk of Smith County, Texas.

19. Duration. These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming title in the subdivision until March 1, 2002. At the expiration of the primary term, the covenants, conditions and restrictions herein shall automatically be extended for successive periods of five (5) years unless an instrument providing otherwise is signed by a majority of the owners of the lots in the subdivision in whole or in part.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed this the Seventeenth (17) day of October, 1991.

The Woods Property Owners Association, Inc.

By: Robert E. Gardner, President  
Robert E. Gardner, President



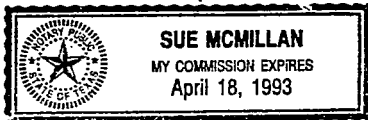
STATE OF TEXAS ) (

COUNTY OF SMITH ) (

This instrument was acknowledged before me on this the  
17th day of October, 1991,  
by Robert E. Gardner, President of THE WOODS PROPERTY OWNERS  
ASSOCIATION, INC., a Texas corporation, on behalf of said  
corporation.

Sue McMillan  
Notary Public

My commission expires 4/18/93



STATE OF TEXAS COUNTY OF SMITH  
I hereby certify that this instrument was  
filed on the date and time stamped hereon  
by me and was duly recorded in the Land  
Records of Smith County, Texas.

OCT 25 1991



MARY MORRIS  
COUNTY CLERK, Smith County, Texas  
By \_\_\_\_\_ Deputy