

200/171

THE STATE OF TEXAS }
COUNTY OF TARRANT }

PROTECTIVE COVENANTS FOR THE WOODS

An addition to the City of Grapevine, Tarrant County, Texas

A. COVENANT

1. Know all men by these presents that THE WOODS, a partnership owner of all those lots in the above described real estate subdivision does hereby place the following restrictions, to be binding on the undersigned as well as subsequent owners of all lots located in said THE WOODS.

2. These restrictions are for the benefit of and shall inure to each and every property owner of the lots above described and may be enforced by any property owner therein. Should the owner and/or tenant of any of the lots located in THE WOODS violate any of these restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions after reasonable notice, then in such event, any owner of these lots may institute legal proceedings to enjoin, abate, and/or correct such violation or violations, and the owner of the lot permitting the violation of such restrictions and/or conditions shall pay all attorneys' fees to be fixed by the court. The amount of said fees, costs and expenses allowed shall become a lien upon the land, as of the date legal proceedings were originally instituted and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the same manner as any other lien upon real estate, the procedure which is fixed by statute.

3. Invalidation of any aspect of these restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. Failure to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so thereafter.

4. These covenants and restrictions shall run with and bind the land subject thereto for a term of thirty (30) years from the date that this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds of the owners of subject lots has been recorded, agreeing to change said covenants and restrictions.

B USAGES

1. Each lot is hereby designated solely as a site for one single-family detached dwelling and may not be occupied unless it meets all requirements of these covenants.

2. All houses and structures permitted shall be completed within eight (8) month, once construction is started. No structure shall be occupied unless and until the premises are connected in a proper way with the city sewage system.

3. No livestock, poultry or animals of any kind (or pens and coops for same) shall be kept other than the usual and ordinary household pets.

4. The construction or maintenance of signs, billboards, or advertising structures of any kind on any lot is prohibited, except that one sign or billboard advertising the rental or sale of property is permitted, provided it does not exceed 3 x 5 feet in size.

5. Engaging in a trade or business is prohibited as also is any activity which may become an annoyance or nuisance to the neighborhood.

6. Grass, weeds and vegetation on each lot in this addition must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to so maintain a lot, the Architectural Control Committee may at its option, have the grass, weeds and vegetation cut when, and as often as necessary in its judgment, and the owner of the property shall be obligated to reimburse it for cost of such work, and the claim for such reimbursement will constitute a lawful lien against the lot when properly filed with the County Clerk.

7. All trash, ashes, residues, and garbage must be collected in suitable covered containers and moved from the lot regularly by the garbage service licensee of the City of Grapevine which service each lot owner herein shall subscribe to. No trash or garbage may be disposed of by burning on any of the aforesaid lots. No trash, ashes, or other residue may be thrown or dumped on any lot in this addition, or allowed to remain thereon.

8. Specifically exempted from the provisions of this section are activities by the developer carried out in the regular pursuit of construction, maintenance and sales within the subdivision which exemption shall end when all development activity including sales by him are completed.

C. ARCHITECTURAL STANDARDS

1. Lots may not be re-platted so as to create from the total combined re-platted lots more separate building sites or lots than existed in the original platting of said combined lots.

2. No structure shall exceed (except by Architectural Control Committee approval) two stories in height.

3. Every residence must meet all applicable requirements established by the City of Grapevine and any alteration or addition to any residence must meet these same requirements.

4. The main dwelling of every residence shall have a living area of not less than 1400 square feet.

5. The exterior walls of each house shall be 75% masonry, stone or brick construction on the first floor or living area unless a variance is specifically approved in writing by the Architectural Control Committee.

6. Boundary fences shall be of masonry construction, hedge or substantially constructed wood fences no more than six (6) feet in height. No fence shall be erected or maintained on any lot or plot nearer the front street than the front wall of the residence building, and on all corner lots, not nearer the side street than the building line as shown on said plat.

7. All residences will face the front line of the lot and shall not protrude forward of the front building lines as set forth on the dedicated plat. Side and rear building lines shall meet the requirements of the City of Grapevine subject to approval by the Architectural Control Committee.

8. New structures only shall be erected on and permitted to remain in the addition. No structures may be moved into the addition.

9. No mobil home or residence of a temporary character shall be permitted. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvement.

D. ARCHITECTURAL CONTROL

1. No structure shall be erected, placed, or altered on any lot until the construction plans, specifications and a plot plan showing the location of the structure shall have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to the location with respect to topography and finished grade elevation. A full set of plans will be left with Architectural Control Committee while any building is under construction.

2. The Architectural Control Committee shall have the right to waive any restrictions herein provided insofar as the same pertains to type of roof or quantity of masonry to be used provided that the appraised value of the proposed house is not less than \$40,000.00.

3. The Committee's approval or disapproval as required by this covenant shall be in writing. In the event the Committee fails to approve or disapprove plans in 30 days after submission or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the restrictive covenants herein contained shall be deemed to have been fully complied with.

4. The Architectural Control Committee shall be composed of James R. Scott, Peter Piatak and Pat Michaels. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

EXECUTED THIS 21ST DAY OF JANUARY, 1980.

THE WOODS, a partnership

By: James R. Scott
James R. Scott

THE STATE OF TEXAS :

COUNTY OF TARRANT :

BEFORE ME, the undersigned authority, on this day personally appeared JAMES R. SCOTT, known to me to be the person whose name is subscribed to the foregoing instrument as partner of THE WOODS, a Partnership, and acknowledged to me that he executed the same for the purposes and considerations therein expressed in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of February, 1980.

Joseph Mary Probst
Notary Public in and for Tarrant County
State of Texas

My commission expires 12/13/81

Unofficial Copy

STATE OF TEXAS

COUNTY OF TARRANT

I hereby certify that this instrument was FILED FOR RECORD at the time shown hereon by me and the same is CORRECT in the Record Books of Tarrant County, Texas as shown hereon by me.

WITNESSED my hand and seal of office

this 19th day of February 1980

STATE OF TEXAS
COUNTY OF TARRANT
I hereby certify that this instrument was FILED FOR RECORD at the time shown hereon by me and the same is CORRECT in the Record Books of Tarrant County, Texas as shown hereon by me.
FEB 19 1980
Madeline Huffman
COUNTY CLERK
TARRANT COUNTY, TEXAS



BY *2*
COUNTY CLERK
TARRANT COUNTY, TEXAS

RECORDED
FEB 19 3:08 PM '80

Texas Title Company
925 S. Main
Comptche, Texas 76031