

**THIRD SUPPLEMENTAL
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF
WOOSLEY PALMS, PHASE 3
An Addition to the City of Lumberton
Hardin County, Texas**

This Third Supplemental Declaration of Covenants, Conditions and Restrictions (the "Supplemental Declarant") is made and executed on the date hereinafter set forth by King Homes, Inc. (The "Declarant"), a Texas corporation.

WHEREAS, Declarant was heretofore the sole owner of a certain 31.119 acre tract in the J.F. Callihan Survey, Abstract No. 588 Lumberton, Hardin County, Texas (the "Land"); and

WHEREAS, Declarant has heretofore caused the Land to be subdivided and platted into an addition to the City of Lumberton, Hardin County, Texas, known as "WOOSLEY PALMS, PHASE I, an addition to the City of Lumberton, Hardin County, Texas" (the "addition"), in accordance with the Final Plat of said Addition prepared by Schaumburg & Polk, Inc. and filed for record in 2008 in the office of the County Clerk of Hardin County, Texas, contemporaneously with the filing of the original Declaration of Covenants, Conditions and Restrictions of WOOSLEY PALMS, PHASE I (the "plat"); and

WHEREAS, ARTICLE II, Section 2 of the original Declaration allows Declarant to supplement the original Declaration for PHASE I with a Supplemental Declaration and a Supplemental Plat for PHASE 3; and

WHEREAS, Declarant is the sole owner of a certain 12.789 acre tract in the J.F. Callihan Survey, Abstract No. 588 Lumberton, Hardin County, Texas (the "Supplemental Land"); and

WHEREAS, Declarant has caused the Supplemental Land to be subdivided and platted into an addition to the City of Lumberton, Hardin County, Texas, known and to be known as "WOOSLEY PALMS, PHASE 3, an Addition to the City of Lumberton, Hardin County, Texas" (the "Supplemental Addition"), in accordance with the Final Plat of said Supplemental Addition prepared by Schaumburg & Polk, Inc. and filed for record in the office of the County Clerk of Hardin County, Texas, contemporaneously with the filing of this Supplemental Declaration (the "Supplemental Plat"); and

WHEREAS, Declarant desires to (i) dedicate the easements for streets, utilities and storm sewer reflected on the Supplemental Plat; (ii) reserve in favor of itself and/or the Association heretofore established certain easements on and across the Lots in the Supplemental Addition; and (iii) impose the protective and restrictive covenants set forth later herein on the Lots in the Supplemental Addition and on the Common Area of the Supplemental Addition;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that Declarant hereby adopts the Supplemental Plat of the Supplemental Addition and hereby dedicates the easements for the streets, utilities and storm drainage as reflected upon the Supplemental Plat, and hereby imposes on the Lots in the Supplemental Addition the basic restrictions set forth on the Supplemental Plat and below herein.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots in the Supplemental Addition, and for the purpose of providing for the orderly development, use and enjoyment of the Lots in the Supplemental Addition, Declarant hereby declares that all of the Supplemental Land in the Supplemental Addition shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions after here in set forth, which shall constitute covenants running with the Supplemental Land and shall be binding upon all parties having any right, title or interest in the Supplemental Land, or any part thereof, and upon such parties' respective heirs, successors, legal representatives, devisees, lessees and assigns, and shall inure to the benefit of such parties and their respective heirs, successors, legal representatives, devisees, lessees and assigns.

Except as modified hereinbelow, the Supplemental Addition Shall be governed by the same covenants, conditions and restrictions as heretofore established for the Phase I Addition.

ARTICLE I

Definitions.

Section 2. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is part of the Supplemental Addition, but excluding (a) those holding title merely as security for the performance of an obligation, or (b) those holding title to, or an interest in, the mineral estate only, with no title to, or interest in, the surface estate.

Section 2.1. "Builder" shall mean and refer to the record owner, whether on (1) or more persons or entities, of a fee simple title to any Lot which is part of the Supplemental Addition that are contract sellers and own one or more Lots. They must have a newly constructed house for sale, under construction, or sold within the past six (6) months to maintain the Builder status.

Section 6. "Common Area" shall mean and refer to and include any real property (including all improvements now or hereafter placed, erected, constructed, installed or located thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association shall be all of the property in the Addition and Supplemental Addition, excluding:

- (a) The platted Lots reflected on the recorded plat or plats of the Addition or Supplemental Addition and improvements located thereon; and
- (b) The street easements (inclusive of all concrete streets constructed therein) reflected on the recorded plat of plats of the Addition and Supplemental Addition, and all water, sanitary sewer, storm sewer, electric, telephone, natural gas, cable television and other utility lines and all appurtenances thereto) now or hereafter lying, installed and maintained in any street, utility or storm sewer easements reflected on the recorded plat or plats of the Addition and Supplemental Addition or in any utility or storm sewer easements herewith or hereafter granted, conveyed or dedicated in, on or across any lots in the Addition or Supplemental Addition, or the Common Area of the Addition or Supplemental Addition.

Without limitation of the foregoing, the Common Area of the Addition and Supplemental Addition includes:

- (1) The "Landscaping Area" (Hwy 69 entrance)
- (2) (mailbox area)
- (3) (Detention Pond Area)

(4) Area around ditch (Towards church loop on Mandavilla Way)

ARTICLE V

Assessments.

Section 10. Date of Commencements of Regular Annual Assessments The regular annual assessments provided for above in this Article shall commence as to each Lot in the Supplemental Addition on the first (1st) day of the calendar month next following:

- (a) The conveyance of a Lot by Declarant to an Owner (other than the Builder);
- (b) With respect to a Lot conveyed by Declarant to a Builder, the conveyance by the Builder of such Lot except for a reconveyance to Declarant.

ARTICLE VIII

Use Restrictions.

Section 1. Single Family Residential Use. No Lot or building site in the Supplemental Addition shall be used for any purpose except for construction of a single family residence. As used in this Declaration, the term "family" shall have the same meaning as set forth in the City of Lumberton's Zoning Ordinance. However, temporary construction and sales offices may be placed or constructed on specific Lots in the Supplemental Addition with the prior written approval of the Committee, and provided further that any such office shall be removed not later than the date specified in the Committee's written approval. The Owner shall be solely responsible for ensuring that each structure on his Lot is built at an elevation sufficient to avoid flooding. The ground floor of each residence, except for the rear of the residence, shall be of brick (or comparable approved by the Association), and the use of some siding in front may be approved by the Association to accommodate new trends in construction.

Section 2. Permitted Structures. No structure shall be erected on any Lot in the Supplemental Addition other than one (1) detached single-family dwelling not to exceed two and one-half (2 ½) stories in height and a private garage for no less than two (2) cars and not more than four (4) cars, and such other accessory/Recreational vehicle buildings as are incidental to single-family residential use and are not inconsistent with the other restrictive covenants set forth and contained in this Supplemental Declaration, if the Plans for such accessory buildings are submitted to and approved by the Committee in the manner provided above herein. Any storage buildings visible from the street or from adjoining Lots must be constructed out of the same material as the residence so as to match.

Section 6. Chimney Screening. If any metal chimney 8" in diameter or larger is used in the construction or remodeling of any residence in the Supplemental Addition, it shall be encased in wood, brick, or other material approved by the Committee in the same manner as any other exterior building materials, if it is visible from the front street of the house.

Section 11. Signs. No sign of any kind shall be displayed to public view on any Lot in the Supplemental Addition, except no more than (2) signs of not more than five feet (5") square advertising a property for sale or rent or used by Declarant or a Builder or an Owner and/or Realtor to advertise the property during the construction phase or sales period, or one (1) sign of the same size restrictions only on the day(s) of a garage sale.

Section 16. Yard Landscaping. The front yard, side yards and rear yard of a Lot in the Supplemental Addition must be planted with grass and landscaped in a manner acceptable to the Committee (including approximately \$500.00 dollar value of decorative plants) before any dwelling constructed on the Lot may be occupied as a residence and/or conveyed to an Owner from a Builder. Prior to the occupancy of a residence constructed on any Lot or conveyed to an Owner from a Builder in the Supplemental Addition and at all times thereafter, there must be at least two (2) living shade trees in the front yard. Each shade tree shall be an existing tree or newly planted trees at least ten feet (10') in height and at least two inches (2") caliper measured eighteen inches (18") from the ground. Newly planted trees must be palms, oaks, elms, sycamores or other similar native shade tree species, or such other trees (whether or not native to the area) as shall be approved, from time to time, by the Committee.

Section 22. Minimum Square Footages. No dwelling shall be permitted on any Lot in block two (2) and block four (4) of the Supplemental Addition in which the living floor area (inclusive of enclosed utility and storage rooms, but exclusive of garages and open porches, patios or courtyards) is less than one thousand two hundred (2,000) square feet. No dwelling shall be permitted on any lot in block three (3) of the supplemental addition in which the living floor area (inclusive of enclosed utility and storage rooms, but exclusive of garages and open porches, patios or courtyards) is less than three thousand (3,000) square feet; nor shall any story and one-half, two-story, or two and one-half story dwelling be permitted on any Lot in which such living floor area of the first or ground floor is less than one thousand two hundred (1,200) square feet. No taller structures shall be permitted on any Lot in the Supplemental Addition.

Section 23. Fences, Walls, Etc. No fence or wall structure or other improvements (including, without limitation, a swimming pool, tennis court, or other recreational facility) shall be constructed, erected, placed, altered or permitted on any Lot in the Supplemental Addition except as approved by the Committee in accordance with the earlier provisions of this Declaration. No privacy fence or like screening device shall be located nearer to the front line than the front of the dwelling. A fence eight feet (8') in height must be erected out of wood, concrete, brick, or any other material approved by the Committee before the Lot is occupied as a residence and/or conveyed to an Owner from a Builder. No hedge, tree or other planting shall be permitted on any corner Lot which obstructs lines of sight at elevations of between two feet (2') and six feet (6') above the adjacent private drives within the triangular area formed by the street-side property lines of the Lot and a line connecting them at points twenty-five feet (25') from the intersection of the street-side property lines of such Lot. No tree shall be permitted to remain within such triangular area unless the foliage line is maintained at sufficient height to prevent obstruction of such lines of sight. All fences adjacent to and along the pond area must be at least five (5') feet in height and must be constructed of wrought iron, with openings narrow enough to prevent a child from passing from the owner's yard to the pond area; further, any gates in such fence must be of the same construction, and must be locking gates.

Section 25. Sidewalk Requirements. Prior to the first occupancy and/or prior to conveyance to an Owner from a Builder of a dwelling constructed on any Lot in then Supplemental Addition, there must be constructed and completed (in accordance with the "Sidewalk Construction Guidelines" promulgated by the Committee) a sidewalk along each street-side Lot line. The required sidewalk(s) shall be constructed of reinforced concrete, with a minimum thickness of four inches (4") and a with expansion joints spaced at intervals of not more than four feet (4') each, and shall be located four feet (4') from the curb line of each street abutting the Lot.

Joinder of Lienholder.

Section 1. Lienholder Joinder. Declarant's Lender ("Lienholder"), being the holder of a lien or liens on the Existing Property, joins with Declarant in the execution of this Supplemental Declaration for the purposes of (a) consenting to and adopting the plat of the Supplemental Addition; (b) consenting to the grant or dedication by Declarant of all easements shown and reflected upon the Supplemental Plat of the Supplemental Addition, together with all other easements granted or reserved by Declarant in this Supplemental Declaration; (c) subordinating its lien to all of the aforementioned easements and easement rights; and (d) subordinating its lien to the restrictions, covenants and conditions imposed by Declarant upon the Supplemental Addition by this Supplemental Declaration. However, Lienholder joins herein solely and only as a lienholder and only for the purposes set forth above in this paragraph and it does not assume any of the liabilities, duties, covenants, warranties or obligations of Declarant, or Declarant's successors or assigns, nor does it make any warranties, representations or guaranties, whether expressed or implied with respect to any undertaking, covenant, warranty or representation on the part of Declarant, or Declarant's successors or assigns.

Declarant:

KING HOMES, INC

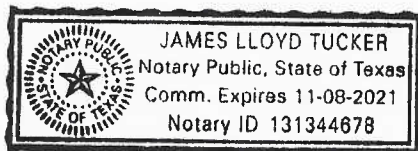
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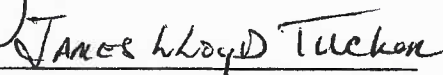
Chuck King, President

STATE OF TEXAS

COUNTY OF HARDIN


This instrument was acknowledged before me by CHUCK KING, President of KING HOMES, INC., a Texas corporation, as the act and deed of said corporation on this 10th day of May, 2019, to verify which witness my hand and seal of office.




NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY PUBLIC

My COMMISSION EXPIRES: 11-8-2021

Declarant's Lienholder:

Mobiloil FCU
By: 

Jonathan Haskett

Typed or Printed Name

Title: Vice President

2019-97996
GLENDA ALSTON
COUNTY CLERK
2019 Sep 10 at 09:23 AM
HARDIN COUNTY, TEXAS
By: AD, DEPUTY