

SECTION TWO OF POINT LA VISTA SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

STATE OF TEXAS

§

COUNTY OF HENDERSON

§

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Tamarack, Inc., hereinafter called the "Declarant", is the owner of all that certain real property located in Henderson County, Texas, described as follows:

A part of the tracts conveyed by Raintree Estates, Inc. to Tamarack, Inc. by warranty deeds recorded in Volume 828, Pages 257, 260 and 263, Deed Records of Henderson County, Texas; the same being Section Two of Point La Vista Subdivision, a subdivision on Cedar Creek Lake in Henderson County, Texas, according to the plat thereof recorded in Volume C, Page 351, of the Plat Records of Henderson County, Texas, to which reference is hereby made, and consisting of Lot 205 to and including Lot 315; and

WHEREAS, the Declarant will convey the above described property subject to the covenants, conditions, restrictions, liens and charges set forth on Exhibit "A" attached hereto and incorporated herein by this reference for all purposes;

NOW THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the covenants, conditions, restrictions, liens and charges set forth on Exhibit "A" attached hereto and incorporated herein by this reference for all purposes, which are for the purpose of protecting the value and desirability of, and which shall run with, the property described above and shall be binding upon all parties having any right, title or interest in or to the property described above or any part thereof, and their heirs, successors, administrators, executors, and assigns, and which covenants, conditions, restrictions, liens and charges shall inure to the benefit of each owner thereof.

Executed by the said Declarant this 8th day of May, 1978.

TAMARACK, INC., DECLARANT

BY: Edward Hamilton  
EDWARD HAMILTON, PRESIDENT

STATE OF TEXAS §

COUNTY OF HENDERSON §

Before me, the undersigned authority, on this day personally appeared EDWARD HAMILTON, the President of Tamarack, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office this 8th day of May, 1978.



Louise Hood  
Notary Public in and for  
Henderson County, Texas

COVENANTS, CONDITIONS AND RESTRICTIONS  
SECTION TWO OF POINT LA VISTA SUBDIVISION

1. As used herein:

(a) The term "Developer" shall mean Tamarack, Inc. Such term shall also include the Developer's successors and assigns.

(b) The term "Subdivision" shall mean Section Two of Point La Vista Subdivision, a subdivision on Cedar Creek Lake in Henderson County, Texas, according to the plat thereof recorded in Volume \_\_\_\_\_ Page \_\_\_\_\_, of the Plat Records of Henderson County, Texas, and consisting of Lot 205 to and including Lot 315.

(c) The term "Lot" shall mean any lot within the Subdivision.

(d) The term "Mobile Home" shall mean a structure, transportable in one or more sections which is built on a permanent chassis and designed to be used as a dwelling when connected to the required utilities, and including the plumbing, heating, air conditioning and electrical systems contained therein.

(e) The term "Association" shall mean the Point La Vista Property Owners Association, Inc., a non-profit corporation to be owned and operated by the members thereof, their successors and assigns, for the purpose of establishing, providing and maintaining parks, beaches, lanes, security protection and the aesthetic values of the Subdivision as well as Section One of Point La Vista Subdivision, for the common benefit of the lot owners in the Subdivision and the lot owners in Section One of Point La Vista Subdivision. Such term shall also include the Association's successors and assigns.

(f) The term "Owner" shall mean any individual or organization who accepts and retains title to a Lot. Such term also include an Owner's heirs, administrators, executors, successors or assigns.

2. Effective upon execution of a sales contract for a Lot or the acceptance of a deed to a Lot, each Purchaser or Owner, as the case may be, shall thereupon become a member of the Association.

3. Each Owner shall, and by acceptance of title to a Lot will thereby, grant and give to the Association a lien upon his Lot to secure the payment of such dues, fees and charges as the Association shall deem necessary for the maintenance of the Association's facilities and services. Said lien shall be second and subordinate only to liens for taxes and duly recorded mortgages. Said dues, fees and charges shall include court costs and reasonable attorney's fees if such action is necessary for the enforcement and collection of such dues, fees and charges.

It is further stipulated that membership in the Association and the payment of assessed dues, fees and charges shall be a covenant and condition of title running with the land and shall inure to the benefit of and shall be binding upon any Grantee of an original owner, or successor in interest in the stead of and to the extent that such original owner was, and would be benefited and bound.

4. No Lot shall be used except for single-family residential purposes. No building shall be erected, altered or permitted to remain on any single-family residential lot other than a detached single-family dwelling not exceeding two stories in height or a Mobile Home and related to such dwelling or Mobile Home, a private garage, and an accessory building, either separate from or attached to the main residential building or Mobile Home, designed and used as a guest house or for the use of bona fide servants, such building shall not include a kitchen or kitchen equipment such as a sink, stove, or other facilities which would create a separate dwelling unit.

All buildings must be completed not later than six months after laying foundation or beginning of construction, and no structure of a temporary character, trailer, bus, tent, shack, barn, or other out-building, nonconforming structure or noncon-



forming Mobile Home shall be used on a Lot at any time as a residence, either temporarily or permanently. Weekend camping by Owners shall be allowed only by special permit from the Developer.

All Mobile Homes must be underpinned within thirty (30) days after being placed on a Lot and prior to occupancy. All materials used for such underpinning shall be new and must be painted to conform with the general color scheme of the Mobile Home. Plans and specifications for such underpinning must be approved in writing by the Developer, or by such nominee or nominees as the Developer may designate in writing.

5. The floor of the main building, exclusive of one story open porches, garages and accessory buildings, situated on any Lot shall contain not less than 800 square feet of living space. The living space of a Mobile Home, exclusive of open porches, garages and accessory buildings, situated on any Lot shall not be less than 675 square feet.

In the event of common ownership of more than one Lot and the construction of one main building on more than one Lot, the combined area owned shall be considered as one Lot.

6. No improvements or building shall be erected or constructed on any Lot nearer than 20 feet to the front property lot nor set back less than 5 feet to the side property line, except that in the case of corner lots, no improvements or buildings shall be erected or constructed within 8 feet of the side property lines adjacent to streets.

7. The Developer reserves to itself an easement or right-of-way over a five-foot strip along the side, front and rear boundary lines of each Lot, for the purposes of installation or maintenance or public utilities, including, but not limited to, gas, water, electricity, telephone, drainage and sewerage and/or to trim trees, shrubs and/or plants. This reservation is for the purpose of providing for the practical installation of such utilities

as and when any public or private authority or utility company may desire to serve said Lots with no obligation to the Developer to supply such services.

8. No noxious or offensive activities shall be conducted upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. No signs of any kind or nature shall be erected on any Lot without the express written consent of the Developer.

10. No animals, livestock, or poultry of any kind shall be raised, kept or bred on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

11. No debris, junk, or unsightly accumulation of materials shall be allowed to remain upon any Lot. Failure to maintain a Lot in an orderly condition shall give the Developer the right to restore any such Lot to an orderly condition and to charge the Owner of such Lot a reasonable fee for such service. Failure to pay the charges for said restoration when it has become necessary for the Developer to do so shall give the Developer the right to place a lien against the Lot for said services. The Developer's charge for such services shall in no case exceed \$100.00 per year per Lot.

12. Each Lot must be mowed as needed and kept free of weeds and underbrush for the prevention of fire and for sanitation. If the first mowing is not completed by the Owner or his agents by June 1 of each calendar year, the Developer reserves the right to mow and clean up any unmowed Lot and to charge the Owner a reasonable fee for such service. Failure to pay the charges for said restoration when it has become necessary for the Developer to do so shall give the right to the Developer to place a lien against the Lot for said service. The charge shall in no case exceed \$50.00 per year per Lot.

13. Trucks or buses with tonnage in excess of three-quarters (3/4) ton shall not be permitted to park on the streets, driveways or Lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept near any Lot at any time. Parking on the streets is prohibited at all times.

14. Trash receptacles shall be covered or screened as specified by the Developer.

15. No building or structure shall be erected or constructed on any Lot until the building plans, specifications, plot plan and external design have first been approved in writing by the Developer, or by such nominee or nominees as the Developer may designate in writing.

16. No building or wooden structure shall be occupied or used until the exterior thereof is completely finished with not less than two coats of paint. Beech, cedar, redwood, or stone structures, not requiring painting, must be approved in writing by the Developer, or by such nominee or nominees as the Developer may designate in writing. All materials used for construction on residential lots shall be new except by written permission of the Developer. No building, except a conforming Mobile Home, shall be moved onto any Lot. Any Mobile Home which may be moved onto and placed on a Lot must have been purchased as a new Mobile Home within three (3) years of the time such Mobile Home is moved onto and placed on a Lot or shall be subject to the inspection and special permit from the Developer.

17. No outside toilet shall be installed or maintained on any Lot and all plumbing shall be connected with a sanitary sewer approved by the State and Local Health Department prior to occupancy.

18. Use of firearms in the Subdivision is strictly prohibited.

19. All Lots shall be used solely for residential purposes.
20. No Lot may be resubdivided unless express written consent is given by the Developer.
21. Motels and tourist courts shall be deemed to be a business use.
22. No farming or growing of produce or vegetables in commercial quantities shall be allowed on any Lot.
23. The areas designated by the Developer as beach or park areas are to be used solely for beach and recreational purposes. No overnight camping or parking of buses, camper trailers, mobile homes or other temporary structures on the Lots to be designated as a beach or park areas shall be allowed.
24. Should any Owner, other than the Developer, decide to sell, lease, permit a change of occupancy, or otherwise dispose of his Lot, the Developer shall have an option to buy or lease such Lot from the Owner at the same price and on the same terms as those which appear in a good faith offer to purchase or proposed agreement to rent or lease or for the reasonable market value thereof if other disposition is contemplated.
- The option contained in the above paragraph shall not apply and the Developer shall have no rights or options in respect to:
- (a) Sales or other disposition of Lots to which the Developer has waived, in writing, its option; or
  - (b) Sales or other disposition of Lots by the Developer; or
  - (c) Bona fide gifts of a Lot to a spouse or other member of the family of the Owner of such Lot; or
  - (d) Transfers of or succession to any such Lot by will or as a result of intestacy, but the option shall apply to said Lot by any such successor to the title; or

(e) Sale of any Lot pursuant to decree of foreclosure of mortgage or pursuant to a power of sale in foreclosure of any deed of trust, but the option shall apply to such Lot in the hands of any purchaser at any such sale.

A copy of the proposed sales contract, lease or letter explaining the agreement to rent or otherwise dispose of a Lot shall be delivered or mailed by the Owner of such Lot as soon as possible to the Developer at 6516 Forest Park Road, Dallas, Texas 75235. If the information so delivered by the Owner is not considered by the Developer to be sufficient to enable it to determine whether to exercise or waive its option, the Owner will, on request, give such additional information with respect to such sale or other disposition as is requested by the Developer.

The Developer will notify the Owner in writing within five days from the date of said delivery or receipt of its election to exercise or waive the option rights hereinabove set forth. Failure by the Developer to give notice within the said five days will constitute its waiver of the said option, but the option hereinabove granted shall survive any waiver and any succeeding contract, proposal to lease, rent or otherwise dispose of any such Lot shall give rise to the option rights of the Developer.

Whenever the Owner of any Lot is advised of a default on any loan secured by a deed of trust or mortgage on such Lot, said Owner will immediately notify the Developer. Failure of any Owner to so notify the Developer will not affect the rights of a bona fide mortgage.

25. The covenants, conditions, restrictions, liens, and charges contained herein shall be binding upon the Owner of every Lot and the Owner's heirs, administrators, executors, successors and assigns. Said covenants, conditions, restrictions, liens and charges are for the benefit of the entire Subdivision.

26. The Developer reserves unto itself, its successors and assigns, for a period of ten years from date hereof, the right

and power to vary any restriction contained herein when, in the sole judgment of the said Developer, its successors and assigns, such variance will relieve undue hardship or will otherwise be deemed to be in the best interest of the Subdivision as a whole; provided, however, that any such variance or change shall not be made more restrictive than the original restriction which is varied or changed and provided further that any such variance or change shall be reduced to writing and filed of record in Henderson County, Texas, as an amendment to the restrictions pertaining to the Subdivision. The right to vary, modify, and amend any such restriction herein reserved shall expire on May 1, 1988.

27. The covenants, conditions, restrictions, liens and charges contained herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Owners of any land subject to this declaration, and their respective legal representatives, heirs, successors, administrators, executors and assigns, for a term of thirty (30) years from the date that this declaration is recorded, after which time said covenants, conditions, restrictions, liens and charges shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no change shall be made in the provisions hereof unless such change shall first be submitted to and approved by the Developer, its successors or assigns, or the Association; provided further, however, that nothing contained herein shall prevent the amendment, abandonment, cancellation or change in these covenants, conditions, restrictions, liens and charges, at any time, by an instrument in writing signed by the Owners of all Lots (as to that part of the property which has been subdivided and platted at that time) or by instrument in writing signed by the Owners of all unplatted parts of the property (as to the unplatted part of the property at that time).

28. Enforcement of these covenants, conditions, restrictions, liens and charges shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by any covenant, conditions, restriction or charge; and failure by the Association, or any Owner to enforce any covenants, conditions, restrictions, liens and charges contained herein shall in no event be deemed a waiver of the right to do so thereafter.

29. The invalidation of any of the covenants, conditions, restrictions, liens and charges contained herein by judgment or court order shall in no wise affect any of the other covenants, conditions, restrictions, liens and charges contained herein, all of which shall remain in full force and effect.

30. The gender of all words used herein shall include the masculine, feminine and/or neuter in all circumstances where appropriate. Words used herein in the singular or the plural may be construed as though in the plural or singular in all circumstances where appropriate.

FILED FOR RECORD THIS 8th DAY OF May A.D. 197 8 AT 2:29 O'CLOCK P  
BY DAM FOWLER CLERK COUNTY COURT, HENDERSON CO. TEXAS BY df DEPUTY