

*Chas. F. D. 17. 5229*

*Assoc. Copy*

"EXHIBIT B"

RESTRICTIONS

THE STATE OF TEXAS    I

COUNTY OF TRINITY    I

KNOW ALL MEN BY THESE PRESENTS that WIGGINS LAND COMPANY OF TEXAS, INC., the owner and developer of a certain tract or parcel of land situated in the A. M. DELAJARSA SURVEY, A-24, in Trinity County, Texas, such tract or parcel of land having been subdivided and now known as HAWG HEAVEN Subdivision, Sections 1, 2 and 3, and shown upon plats of record in Volume 2, Page 126 of the Plat Records of Trinity County, Texas, to which plats and their recordation reference is here made for all pertinent purposes, does hereby establish and impress all of the lots included in such Subdivision with the following restrictions:

1. Such land shall be used for the purpose of one (1) private single family residence per lot and appropriate uses accessory thereto. No building shall be erected upon any lot except one (1) private single family house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to the erection of the residence. No building or structure shall be erected within twenty (20) feet of any of the front lines of said lots. No building or structure of any sort shall be built within five (5) feet of the side lines of said lots. No structure shall be erected or placed on said lots unless built of solid, permanent materials with pleasing exterior. No structure shall have tar paper, rolled brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. All structures must comply with applicable governmental laws, regulations and ordinances, and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver of compliance with such laws, regulations and ordinances. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal systems shall be of a type

approved or recommended by the state and local departments of health, and shall be maintained by the lot owner at all times in a proper, sanitary condition and in accordance with applicable state and county sanitary laws. All plumbing and drains must be connected with watertight septic tanks or holding tanks of approved construction. No sign of any description may be erected or placed upon any portion of any lot without the express written approval of the Developer. No garage or basement shall at any time be used as a temporary or permanent residence. Any structure constructed upon any lot shall be completed within one (1) year from date of commencement of construction thereof and shall contain not less than five hundred (500) square feet of floor space, exclusive of porches and garage. Prior to the expiration of ten (10) years from the date hereof, all permanent structures shall be approved in writing by the Developer prior to the construction thereof. Thereafter, all permanent structures shall be approved in writing by the civic group formed pursuant to the provisions of paragraph 10 hereof. If no such civic group is formed, then no approval of structures shall be required after the expiration of ten (10) years from the date hereof.

2. The lots in such Subdivision shall be used for residential purposes only, except those lots which are designated on the official plat of said Subdivision as being commercial lots, and except those lots which may from time to time be designated by the Developer for business, recreational or commercial purposes. Any exception for business or commercial purposes shall contain an agreement upon the part of the lot owner that no business shall be offensive or an eyesore, such as a chicken processing plant or a junk yard, etc., or any business that will devalue property in the vicinity thereof. Toolhouses, temporary tents and camping trailers will be permitted provided they are neat and have a pleasing exterior. Permanent trailer houses will be allowed provided they are factory designed, neat in appearance and have adequate bathroom facilities properly attached to a septic tank and field drain line or a holding tank.

3. No animals shall be kept or maintained on any lot, except customary household pets, without the written consent of the Developer, and then the owner must have a minimum of eight (8) lots together. In no case shall animals be kept which would be offensive to other property owners, such as hogs or goats.

4. The Developer hereby reserves, without further assent or permit from the lot owners, to itself or to grant to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected or laid, maintained, removed or repaired in all roads, streets, avenues or ways on which said above described lots abut or upon any part of said lots at the election of the Developer, electric light, telephone and telegraph poles and wires, water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Developer or any public utility company, water company or municipality be deemed necessary or useful in connection with the beneficial use of said lots, roads, streets, avenues and ways, and only in and on said lots hereinabove described when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, caused by the construction, maintenance, and repair thereof, or on account of temporary or other inconveniences caused thereby, against the Developer or any public or private utility company or municipality or any of its or their agents or servants, are hereby waived by the lot owners for themselves and their successors in title. No dedication to public use of roads, alleys or ways is intended by this instrument. The lots, ways or alleys referred to are meant to include those either developed or to be developed in said Subdivision by the Developer, and the Developer hereby reserves title to the streets and alleys and reserves the right to dedicate such streets and alleys to the use of the public.

5. All lots in the aforesaid subdivision shall be sold subject to the reservation of all oil, gas and other minerals in and under the

property and premises and subject to any and all oil, gas and mineral leases affecting such land and subject to all easements, rights-of-way, stipulations, restrictions and reservations of record affecting such land.

6. No hunting shall be allowed in any area of said Subdivision.

7. The Developer reserves the right to change any of the covenants or stipulations concerning the use of any of the rights-of-way and easements as the conditions and development of said Subdivision shall warrant and which shall, in the opinion of the Developer, be reasonable, and the purpose of said covenants and restrictions is for the protection of the lot owners in said Subdivision.

8. No merchantable timber upon any lot shall be cut or mutilated before said lot is paid for in full, except that a reasonable sized site for a house place may be cleared.

9. All lot owners shall be liable for any injury to themselves or any of their family or guests while in or on any of the roads, lakes and playgrounds or property of said Subdivision or the Developer, and the Developer shall not be liable for any such injury.

10. The owners of lots purchased in said Subdivision shall pay the sum of Twenty and No/100 Dollars (\$20.00) per lot on the 10th day of April each year, beginning on the 10th day of April, 1978, to the Developer to be used for the upkeep of the roads, parks and common facilities in said Subdivision, as set out in said plats of said Subdivision, and only the lot owners who pay such assessment shall have the right to the use of the roads, parks and common facilities, this being in the form of an assessment to run with the ownership of said lots. The Developer may, from time to time, in its sole discretion and without the consent of the lot owners, increase the amount of such assessment when necessary or advisable for adequate upkeep of said roads, parks and common facilities. After ten (10) years from the date hereof, a petition may be drawn by the lot owners in said Subdivision requesting

the discontinuance of said assessment, signed by the owners of a majority of the lots sold. After being signed by a majority and presented to the Developer the lot owners may, at their option, declare said assessment null and void. If after ten (10) years from the date hereof the owners of a majority of the lots sold do not request the discontinuance of said assessment, the lot owners shall be required to form a civic group to take over maintenance of the roads, parks and common facilities as well as collection and disbursement of the aforesaid assessment. The Developer reserves the right to appoint one or more of the lot owners, or anyone it deems fit, as Trustee to collect and disburse monies received from said assessment prior to the expiration of such ten (10) years, the purpose of such appointment being to relieve the Developer of any duties or obligations connected with the aforesaid Subdivision, and the Developer shall assume no responsibility whatsoever for its appointed Trustee, but the lot owners shall have the right to draw up a petition requesting the removal of said Trustee and naming of a new Trustee of their choice, said petition to be signed by the owners of two-thirds of the lots sold. If lot owners sell any portion of their land, they are to notify the Developer at once of the name and address of the buyer so that the aforesaid assessments may be collected from the new owner.

11. The ditches and culverts in front of each lot shall be kept open and only the size culverts recommended by the county commissioner in the precinct shall be installed.

12. The Developer reserves the right to enter upon any lot at any time to preserve the restrictions, conditions, covenants and agreements herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach, or as to one occurring prior or subsequently thereto, and invalidation of any one of these covenants, or any part thereof, by judgment or court order shall

in no wise affect any of the other provisions herein contained, or any part thereof, which shall remain in full force and effect. Any written approval by the Developer of any act shall be subject to all applicable municipal, county, state or federal rules, regulations, ordinances or laws.


13. The foregoing restrictions, conditions, covenants and assessments shall be deemed and considered covenants running with the hereinabove described lots and shall be binding upon the lot owners and their heirs, executors, administrators and assigns. The Developer reserves the right at any time hereafter to make such reasonable changes in or waivers of any or all of the above restrictions, conditions, covenants and assessments as the Developer in its sole discretion may deem reasonably necessary or desirable, without approval of the lot owners. Notwithstanding any provision to the contrary, nothing herein or in the plats above referenced shall be deemed, interpreted or construed as imposing any obligation or obligations whatever upon the Developer, and the Developer shall not be liable under any provision hereof or thereof for any charge, assessment, breach, act or omission to act. As used herein, the term "Developer" shall mean Wiggins Land Company of Texas, Inc. and its successors and legal representatives, as well as any assign of its rights as developer of said Hawg Heaven Subdivision.

EXECUTED this the 10 day of NOVEMBER, A.D. 1977.

WIGGINS' LAND COMPANY OF TEXAS, INC.

By:   
JOE WIGGINS, President

ATTEST:

  
SECRETARY