

**RESTRICTIVE COVENANTS  
FOR WADDLETON LANDING**

**DATE:** August 15, 2008

**OWNER:** WADDLETON LANDING, LLC, a Texas limited liability company

**OWNER'S MAILING ADDRESS:** P.O. Box 996, Quitman, Texas 75783

**LENDER:** BANK TEXAS, NATIONAL ASSOCIATION

**LENDER'S ADDRESS:** P.O. Box 1675, Quitman, Texas 75783

**PROPERTY** (including any improvements): LOTS 1 through 10, PHASE 1 of WADDLETON LANDING, an addition situated in the James Moore Survey, Abstract No. 383, Wood County, Texas, and recorded in Volume 9, Page 329, of the Plat Records, Wood County, Texas, and 7.0899 acres of land, more or less, situated in the JAMES MOORE SURVEY, A-383, Wood County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference.

Owner is the owner of the Property. For the purpose of carrying out a general plan of development and maintenance of the Property, Owner does hereby impose the following restrictions, covenants, liens, and conditions on the Property and each lot that is part of the Property and all improvements constructed on the lots in the Addition. Each contract or deed which may be hereafter executed with regard to any of the lots in the Addition shall be held conclusively to have been executed, delivered and accepted subject to the following, whether the same are or are not set out in full or by reference in said contract or deed.

1. **USE.** No lot shall be used for other than single-family residential purposes. No commercial activity shall be conducted or permitted on any lot in the Addition, except that, "home office/telecommuting" or other such non-public activities of the resident are permitted.

2. **LOT AREA.** No lot may be resubdivided; provided, however, that individual lots may be divided between abutting owners and thereafter each owner's resulting oversize lot shall be considered as one lot. Nothing herein contained shall prohibit the construction of a single residence on two (2) lots, in which case both such lots shall be considered as one lot for building purposes.

3. **STRUCTURES.**

(a) Only single-family residences may be constructed on any lot in the Addition. "Single family residence" means a building or structure designed, built, maintained, and utilized for private, residential purposes only by a single family.

(b) No residence shall be constructed or permitted to remain on any lot in the Addition unless such residence shall have a minimum of 1500 square feet of living area.

(c) Each residence shall be constructed on a slab foundation, with a durable exterior of brick, stucco, or earth tone siding.

(d) All exterior lights shall be located and maintained so as not to be directed toward or interfere with adjacent lots and shall be of a subdued nature. Mercury vapor, halogen and other types of bright area lighting are prohibited. Subdued driveway and entrance lights are permitted.

(e) No part of any building shall be located nearer than ten (10) feet to a common lot line of two lots in the Addition.

(f) No structure shall be occupied or used for residential or storage purposes (other than for the storage of building materials to be used in the construction and completion thereof) until the exterior thereof shall have been completed.

(g) Each residence, once commenced, must be completed within one year from the date of commencement thereof. No structure ancillary to the residence (e.g., boat docks, gazebos, etc.) shall be commenced prior to the commencement of construction of the residence.

(h) Each lot shall have a driveway, which shall be completed within thirty (30) days after the residence on the lot is completed. All driveways shall be surfaced with concrete, asphalt or some other permanent material. No driveway shall be constructed within twenty (20) feet of a common lot line of two lots in the Addition.

(i) No manufactured housing, trailer, mobile home, tent, shack, camper, or structure of a temporary character shall, at any time, ever be used as a permanent or temporary residence on any lot, or moved onto or permitted to remain on any lot, except during construction of permanent structures. No camping shall be permitted within the Addition.

(j) All electrical service, cable and telephone service lines from the utility company and any similar or other lines installed on a lot shall be placed underground and no outside electrical, cable, telephone or other type lines shall be placed overhead.

4. **MAINTENANCE.** Each lot owner shall maintain the lot and all improvements and landscaping in a neat, safe, and slightly condition. The Property Owner Association may elect to maintain, repair, or improve the ponds in the Addition, and shall have an easement to go upon the adjacent lots to do so.

5. **SIGNS.** No signs or any other advertising structures of any nature shall be placed on any lot except a single "For Sale" sign or "For Rent" sign not larger than six square feet in area, except that Owner or Owner's designee may place signs in the Addition for the purpose of developing, selling, and improving lots within the Addition.

6. **NUISANCES.** No noxious or offensive activity shall be carried on or maintained on any lot in the Addition, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood.

7. **FIREARMS.** The use or discharge of firearms in the Addition is expressly prohibited.

8. **GARBAGE AND TRASH DISPOSAL.** No lot shall be used or maintained as a dumping ground for garbage. Trash, garbage or other rubbish shall be kept only in slightly, sanitary containers. Each lot owner shall be responsible for disposing of all of his trash, garbage and rubbish.

9. **ANIMALS.** No horses, cows, poultry, pigs, hogs, swine, or other livestock of any kind may be kept on any lot in the Addition.

10. **BOATS/RECREATIONAL VEHICLES.** No trailer, van, camper, boat, or recreational vehicle shall be used as a dwelling while located within the Addition, except that temporary visitors arriving in such vehicles will be permitted an exclusion for a period not to exceed seven (7) days in any calendar month.

11. **VEHICLE STORAGE.** Operable boats and recreational vehicles owned by a lot owner may be stored no closer than 10 feet from a common lot line of two lots in the Addition. No inoperable, dismantled or disassembled of motor vehicle, boat, trailer, or other machinery or equipment shall be permitted in any driveway or yard in the Addition.

12. **WEEDS AND TRASH.** The owner of each lot or tract shall keep the same clean and free of trash and weeds.

13. **SEWERAGE.** No building or structure shall be occupied as a residence unless all plumbing fixtures, dishwashers and toilets are connected to an adequate sewerage disposal system. No outhouses shall be permitted on any part of the property; all lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks, and lateral lines constructed to comply with the specifications of State and local health authorities, and no "outside" or surface toilets shall be permitted under any circumstances.

14. **UTILITY EASEMENTS.** An easement is expressly reserved in, on, over, under and through a fifteen foot strip of each lot adjacent to County Roads 4870 and 4847 for the purpose of installing, repairing and maintaining electric power, water, sewerage, gas, telephone and similar utility facilities and services. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Addition as herein defined and any other land owned or acquired by Owner in the vicinity thereof, and shall also inure to the benefit and may be used by any public or private utility company entering into and upon said property for the purposes aforesaid, without the

necessity of any further grant of such easement rights to such utility companies. No buildings or structures of any character except driveways may be erected or allowed to remain on any utility easements.

15. **DRAINAGE STRUCTURES.** No Lot owner shall change the natural elevation of his Lot to cause water runoff to drain excessively onto or puddle on any other property in the Addition. Damming of any natural elevation must receive written approval of the Developer, and any other Lot owner who may be affected.

16. **PROPERTY OWNER ASSOCIATION.** At any time no Property Owner Association exists pursuant to these restrictions, the owners of two-thirds of the lots in the Addition may join together to incorporate and organize a Texas non-profit entity to serve as the Property Owner Association for the Addition. Upon the incorporation and organization of the Property Owner Association, every lot owner in the Addition shall become a member of the Property Owner Association, and shall have the number of votes equal to the number of lots owned by such Owner on all matters upon which members of the Property Owner Association are entitled to vote. The primary purpose of the Property Owner Association shall be limited to the enforcement of these restrictions and activities incidental thereto.

The Association may from time to time levy assessments against the lots in the Addition for the purpose of raising funds to pay the costs and expenses incident to incorporation, organization, and operation of the Property Owner Association and the enforcement of these restrictions, including but not limited to court costs and attorney fees. In the event the Property Owner Association recovers attorney fees in any action to enforce these restrictions or otherwise becomes the owner of funds which are, in the opinion of the board of directors of the Property Owner Association, in excess of the funds necessary to fund the primary purpose of the Property Owner Association, including reasonable reserves for future expenses, the Property Owner Association may use such excess funds for the common benefit of lot owners. By the acceptance and retention of title to any lot, each lot owner for himself and his heirs and assigns agrees that assessments by the Property Owner Association are secured by the vendor's lien upon his lot, which lien shall be superior to any homestead rights of the lot owner, and to all liens of any nature except the lien for ad valorem taxes and valid voluntary liens securing purchase money loans for the respective lot and liens securing indebtedness incurred in connection with improvements to his lot, to which liens and any renewals or extensions thereof, the lien securing such assessments are subordinated and inferior. The judgment of the Property Owner Association in the assessment and expenditure of such funds shall be final so long as such judgment is exercised in good faith.

17. **OWNER'S SALES ACTIVITIES.** Notwithstanding anything to the contrary contained herein, Owner reserve for Owner and Owner's successors and assigns the right to use any unsold lot for a temporary office location and the right to place a sign or signs on any unsold lot in the Addition.

18. **COVENANTS RUNNING WITH THE LAND.** All of the restrictions, covenants and conditions herein provided for and adopted shall apply to each and every lot in the Addition, and shall be covenants running with the land. The owner of any lot in the Addition and the Association have the right to enforce observance and performance of the restrictions and covenants contained and provided for herein, and the right to all legal remedies for the breach thereof, including without limitation, to an injunction either prohibitive or mandatory, to prevent a breach of any restrictions or covenants or to enforce the performance thereof.

19. **PARTIAL INVALIDITY.** Invalidity of any of these covenants, restrictions or conditions by court judgment or otherwise, shall not affect, in any way, the validity of any of the other covenants, restrictions or conditions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

20. **HEADINGS.** All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the restrictions, covenants or conditions herein contained.

21. **DURATION:** These covenants may be amended by the action of the owners of at least two-thirds of the lots within the Addition. Such action may take the form of a recorded agreement signed by the requisite number of property owners, or by resolutions adopted by the requisite number of property owners at a meeting of the members of the Property Owners Association, or by other written evidence of the agreement of the requisite number of lot owners. Amendments shall be effective when a

notice thereof is filed for record in the Real Property Records of Wood County, Texas, or at such time thereafter as the amendment may specify.

Lender by its signature below joins in this instrument solely to indicate its consent to the imposition of the restrictions, covenants and conditions on the Property and its agreement that a foreclosure of Lender's liens will not extinguish them as to any part of the Property sold pursuant to such foreclosure.

When the context requires, singular nouns and pronouns include the plural.

OWNER:

WADDLETON LANDING, LLC, a Texas  
limited liability company

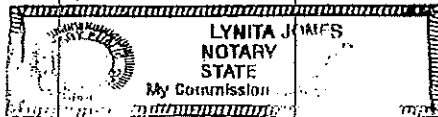
By: Beverly Waddleton Johnson  
BEVERLY WADDLETON JOHNSON,  
Manager

By: Donald R. Waddleton  
DONALD R. WADDLETON, Manager

STATE OF TEXAS

COUNTY OF WOOD

This instrument was acknowledged before me on August 15, 2008, by  
BEVERLY WADDLETON JOHNSON, Manager of WADDLETON LANDING, LLC, a  
Texas limited liability company, on behalf of said company.

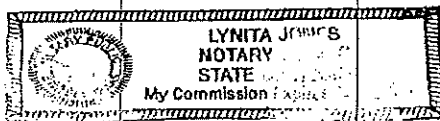


Lynita Jones  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF WOOD

This instrument was acknowledged before me on August 15, 2008, by  
DONALD R. WADDLETON, Manager of WADDLETON LANDING, LLC, a Texas  
limited liability company, on behalf of said company.



Lynita Jones  
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Beverly Waddleton Johnson  
P.O. Box 996  
Quitman, Texas 75783

EXHIBIT

A

PAGE 1 OF 2

## GENERAL DESCRIPTION

All that certain tract lot or parcel of land, a part of the James Moore Survey A-383, Wood County, TX, and also being part of that certain called Tract # 3 ( Called 12.25 Acres ) and part of that certain called Tract # 1 ( Called 30.00 acres ) that is described in a Deed dated November 27, 1985 from Venita Waddleton to Preston T. Waddleton, et al, that is recorded in Volume 997 Page 552 of the Real Property Records of Wood County, Texas, and being more completely described as follows to wit;

## METES AND BOUNDS DESCRIPTION

Beginning at a Point for Corner in the E.B.L. of said tract on the North Side of County Road 4847, from which a 1/2 inch Iron Rod found for corner at the Easterly N.E.C. of Lot 9 of the Waddleton Landing Subdivision ( Vol 9 Pg 329 ) bears South 01 degrees 08 minutes 17 seconds West, 166.01 feet,;

Thence North 47 degrees 34 minutes 23 seconds West, across said tract and along the N.B.L. of said County Road # 4847 for a distance of 96.63 feet to a Point for Corner;

Thence North 62 degrees 49 minutes 39 seconds West, continuing along the N.B.L. of said County Road # 4847 for a distance of 86.39 feet to a Point for Corner;

Thence North 74 degrees 23 minutes 50 seconds West, continuing along said lines for a distance of 103.48 feet to a Point for Corner;

Thence North 89 degrees 36 minutes 12 seconds West, continuing along said lines for a distance of 120.17 feet to a Point for Corner;

Thence South 74 degrees 54 minutes 24 seconds West, continuing along said lines for a distance of 86.63 feet to a Point for Corner;

Thence South 55 degrees 32 minutes 02 seconds West, continuing along said lines for a distance of 90.40 feet to a Point for Corner;

Thence South 47 degrees 50 minutes 09 seconds West, continuing along said lines for a distance of 183.29 feet to a Point for Corner;

Thence South 54 degrees 49 minutes 40 seconds West, continuing along said lines for a distance of 84.74 feet Point for Corner;

Thence South 66 degrees 52 minutes 20 seconds West, continuing along said lines for a distance of 53.32 feet to a Point for Corner;

EXHIBIT A  
PAGE 2 OF 2

Thence North 83 degrees 53 minutes 01 seconds West, continuing along said lines for a distance of 11.82 feet to a Point for Corner;

Thence North 44 degrees 33 minutes 57 seconds West, continuing along said lines for a distance of 26.91 feet to a Point for Corner;

Thence North 13 degrees 25 minutes 12 seconds West, continuing along said lines for a distance of 163.80 feet to a Point for Corner;

Thence North 03 degrees 46 minutes 56 seconds East, continuing along said lines for a distance of 55.51 feet to a Point for Corner;

Thence North 14 degrees 48 minutes 55 seconds East, continuing along said lines for a distance of 92.30 feet to a Point for Corner;

Thence North 08 degrees 56 minutes 43 seconds East, continuing along said lines for a distance of 180.66 feet to a Point for Corner at the Intersection of the E.B.L. of said County Road # 4847 and the S.B.L. of said County Road # 4870;

Thence North 75 degrees 08 minutes 35 seconds East, along the S.B.L. of said County Road # 4870 for a distance of 178.86 feet to a Point for Corner;

Thence North 85 degrees 28 minutes 59 seconds East, continuing along the S.B.L. of said County Road # 4870 for a distance of 203.82 feet to a Point for Corner;

Thence South 88 degrees 04 minutes 10 seconds East, continuing along the S.B.L. of said County Road # 4870 for a distance of 426.12 feet to a Point for Corner in the E.B.L. of said tract, from which a Railroad Spike found, bears North 01 degrees 08 minutes 17 seconds East, 30.00 feet,

Thence South 01 degrees 08 minutes 17 seconds West, along the E.B.L. of said tract and the W.B.L. of that certain called 7.702 acres ( Vol. 1014 Pg. 589 ) for a distance of 417.28 feet to the place of beginning containing 7.0899 acres.