

~~28-10-1~~

~~A - 177 of these are attached~~



WINSFORD AT HOLLYTREE
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96-R0004378

RESERVATION OF ARCHITECTURAL CONTROL

HOLLYTREE, LTD., a Texas limited partnership (herein called "Declarant"), being the owner of the real property (herein called the "Property") which is further described as Lots 1 through 52, Block 1538-Y and Lots 1 through 9, Block 1538-X as recorded in Cabnet C, Slide 146-D of the Map and Plat Records of Smith County Texas, and desiring to provide for the preservation of the values and amenities in and upon the Property and to subject the Property to the reservation of architectural control hereinafter expressed for the purpose of implementing a general plan of development for the Property to insure the creation of a high quality, architecturally harmonious subdivision, which plan and reservation is for the benefit of the Property and each owner thereof, as well as for the benefit of Declarant as developer thereof,

HEREBY RESERVES the right to approve or disapprove as to (i) compliance with any specific restrictions imposed by Declarant with respect to the Property, and/or any part thereof; and (ii) harmony of external design and location in relation to surrounding, structures and topography which are now or hereafter may be existing or proposed, including, but not by way of limitation, architectural designs, setbacks, landscaping, color schemes and construction materials; any and all subdivisions, resubdivisions; exterior additions to, changes in, construction, alteration or excavation of the Property or any part thereof (including, but not limited to the trees located thereon which exceed four inches in diameter) and any and all structures or improvements located thereon, either permanent or temporary, including without limitation; additions to or of, changes in, or alterations of grade, landscaping, roadways, walkways, signs, exterior lights, walls, fences, buildings, or other structures or improvements located thereon which any person or entity, including without limitation, governmental subdivisions or agencies, seeks to commence, erect, place or maintain upon the Property.

Any request for such approval shall be submitted in writing to Declarant at 1400 Royal Oak Drive, Tyler, Texas 75703, or at such other address as may from time to time be designated of record in the Real Property Records of Smith County, Texas, with a copy to such representatives as may from time to time be designated of record in the aforesaid Real Property Records, and shall be accompanied by plans and specifications showing the nature, kind, shape, height, materials, color, location and other material attributes of the structure, improvement, addition, change, alteration or excavation. Any such request for approval shall also be accompanied by a certified check or money order payable to the order of Declarant or the committee described below, as applicable, in an amount equal to \$125.00 or such other amount as may be established by Declarant or such committee from time to time. If Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been received by it, approval will not be required. Declarant shall have the option (but in no manner an obligation), exercisable within ten (10) days following submission of the aforesaid request for approval, to remove and take title to any and all trees which would otherwise be removed if said request were approved by Declarant. Declarant shall have no duty to exercise the power of approval or disapproval hereby reserved. Non-exercise of the power in

one or more instances shall not be deemed to constitute a waiver of the right to exercise the power in other or different instances. Likewise, approval of any one set of plans and specifications shall not be deemed to constitute approval of any other or different plans and specifications.

With respect to the Property, or any part thereof, without assigning or transferring any interest in the Property or any part thereof, Declarant may, and hereby reserves the right to, delegate the power hereby reserved to (i) a committee appointed, empowered and constituted by Declarant whose members shall serve and may be replaced at the pleasure of Declarant or (ii) a corporation or association, profit or non-profit, whose directors and officers may be elected and designated by Declarant. Any such delegation shall be made by written instrument filed of record in the Real Property Records of Smith County, Texas, and may be rescinded at any time by Declarant by filing an instrument so stating such act of rescission in such Real Property Records. As long as any such delegation is in effect, any person or entity owning any interest in the Property or any part thereof shall be required to deal with such committee, corporation or association and not Declarant and Declarant shall have no responsibility or liability for the actions of such committee, corporation or association, as the case may be.

In addition to the power to delegate set forth in the immediately preceding paragraph and as a separate right and power reserved unto Declarant, Declarant may, in conjunction with any conveyance of any interest in the Property, or any part thereof, to any other person or entity ("Assignee"), assign any and all powers and rights hereby reserved by Declarant to the Assignee. Each such assignment must be expressed, in writing, and recorded in the Real Property Records of Smith County, Texas, and state to what portion of the Property such assignment applies. No such assignment shall be deemed to arise by implication.

All conveyances of the Property, or any part thereof, subsequent to the date hereof, whether by Declarant, its successors or any Assignee, shall be and remain subject to this reservation until the 15th of March, 2025, unless said reservation is specifically released by Declarant or its successors or by any Assignee to which the power hereby reserved is assigned (but any such Assignee shall only have the right to release this reservation as to that part of the Property for which it was assigned such power). Any such release may be granted at any time as to all or any part of the Property, and notwithstanding any one or more of such releases, the power hereby reserved shall remain in full force and effect as to the balance of the Property not previously released from this Reservation. No such release shall be effective unless such release is expressed in writing, recorded in the Real Property Records of Smith County, Texas and states to what portion of the Property the release applies.

In the absence of gross negligence or willful misconduct attributable to Declarant, its successors or assigns, Declarant, its successors and its assigns shall not be liable for the improper enforcement or the failure to exercise any of the powers reserved unto Declarant, its successors and assigns hereunder. In no event shall any approval obtained from Declarant, its successors or its assigns pursuant to the terms hereof be deemed to be a representation of any nature regarding the structural safety or engineering soundness of the structure or other item for which such

approval was obtained, nor shall such approval represent in any manner compliance with any building or safety codes, ordinances or regulations; nor shall such approval be construed as a representation or warranty as to any matter which is the subject of such approval.

Any determination by any court of competent jurisdiction that any provision of this Reservation is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

DATED this 5 day of February, 1996.

HOLLYTREE, LTD. a Texas limited partnership
BY: HOLLYTREE MANAGEMENT, INC.
A Texas corporation and General Partner

BY: 
THOMAS E. BARBER
President

Filed for Record in:
SMITH COUNTY, TEXAS
MARY MORRIS - COUNTY CLERK

On Feb 06 1996
At 1:30pm

Deputy - Jennette Steveson

THE STATE OF TEXAS

COUNTY OF SMITH

This instrument was acknowledge before me on the 5th day of Feb, 1996 by THOMAS E. BARBER, President of HOLLYTREE MANAGEMENT, INC., a Texas corporation and General Partner of and on behalf of Hollytree, Ltd. a Texas limited partnership.


NOTARY PUBLIC

My commission expires:



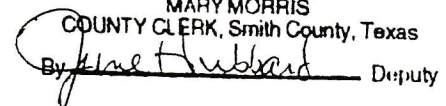
1-3

STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was filed
on the date and time stamped hereon by me
and was duly recorded in the Official Public
records of Smith County, Texas.



FEB 6 1996

MARY MORRIS
COUNTY CLERK, Smith County, Texas

By  Deputy

Return to
Hollytree
1400 Royal Oak