



**DECLARATION OF  
RESTRICTIVE COVENANTS  
FOR  
PARK CENTRAL DEVELOPMENT**

## TABLE OF CONTENTS

SECTION 1: DEFINITIONS.....	4
SECTION 2: DECLARANT’S DEVELOPMENT OF THE SUBDIVISION .....	6
2.01 SUBDIVIDING. ....	6
2.02 ADDING LAND.....	6
2.03 REMOVING LAND .....	6
2.04 ASSIGNMENT OF RIGHTS. ....	6
2.05 CONTROL.....	6
SECTION 3: ARCHITECTURAL RESTRICTIONS .....	7
3.01 APPROVAL OF PLANS.....	7
3.02 HOURS FOR CONSTRUCTION ACTIVITY. ....	7
3.03 BUILDING DEADLINE.....	7
3.04 BUILDING MATERIALS .....	7
3.05 SINGLE FAMILY DWELLINGS. ....	7
3.06 NEW CONSTRUCTION ONLY. ....	7
3.07 NO MANUFACTURED OR MODULAR HOUSING.....	7
3.08 LOCATION OF A DWELLING ON A LOT. ....	8
3.09 LIVING AREA REQUIREMENT. ....	8
3.10 SEWAGE .....	8
3.11 GARAGE.....	8
3.12 DRIVEWAY.....	8
3.13 ROOF.....	8
3.14 BRICK OR STONE. ....	8
3.15 EXTERIOR PAINT AND SIDING .....	8
3.16 STORAGE BUILDING .....	9
3.17 FENCES.....	9
3.18 LANDSCAPING.....	9
3.19 DRAINAGE .....	9
3.20 EXTERIOR ANTENNAS .....	9
3.21 AIR CONDITIONING UNITS.....	10
3.22 WINDOW TREATMENTS. ....	10
3.23 MAILBOXES.....	10
3.24 DESTRUCTION OF DWELLING.....	10
3.25 ALTERATION OF COMPLETED IMPROVEMENTS.....	10

SECTION 4: USE RESTRICTIONS .....	10
4.01 RESUBDIVISION.....	10
4.02 RESIDENTIAL USE .....	11
4.03 NUISANCES.....	11
4.04 HAZARDS.....	11
4.05 MOTOR VEHICLES .....	11
4.06 RECREATIONAL VEHICLES.....	11
4.07 PROHIBITED VEHICLES .....	11
4.08 UNSIGHTLY ITEMS .....	11
4.09 PETS.....	12
4.10 LIVESTOCK .....	12
4.11 TRASH .....	12
4.12 LEASING .....	12
4.13 MAINTENANCE .....	12
4.14 SIGNS.....	12
4.15 TEMPORARY STRUCTURES.....	13
4.16 MINERAL PRODUCTION .....	13
 SECTION 5: ARCHITECTURAL COMMITTEE .....	 13
5.01 ORGANIZATION.....	14
5.02 APPROVAL OF PLANS.....	14
5.03 MINOR VARIANCES.....	14
5.04 NO WAIVER.....	14
5.05 COMPLIANCE.....	14
5.06 FEES.....	15
5.07 RULES.....	15
 SECTION 6: GENERAL PROVISIONS .....	 15
6.01 CONSTRUCTION.....	15
6.02 EXEMPTION OF DECLARANT.....	15
6.03 COMPLIANCE.....	15
6.04 ENFORCEMENT .....	15
6.05 NOTICES.....	15
6.06 NONWAIVER.....	16
6.07 LIMITATION OF LIABILITY.....	16
6.08 TERM.....	16
6.09 AMENDMENT OR TERMINATION.....	16

**DECLARATION OF RESTRICTIVE COVENANTS  
FOR PARK CENTRAL DEVELOPMENT**

**CMPW Properties, LLC, 19984 CR 452, Mineola, TX 75773-9002**, is the sole owner of the surface estate of the following real property:

**All that certain lot, tract or parcel of land being better described as Lots 5 through 79, in the Re-Plat of Park Central Development an addition of Wood County, Texas according to the subdivision map being recorded in Volume 10, Page 170, and refiled under County Clerk's File No. 2023-00000843, Volume 11, Page 6, of the Plat records of Wood County, Texas.**

**Conaway's Home Group, Ltd., P.O. Box 800, Whitehouse, TX 75791**, is the sole owner of the surface estate of the following real property:

**All that certain lot, tract or parcel of land being better described as Lots 1, 2, 3, 4, 80, 81, 82 and 83, in the Re-Plat of Park Central Development an addition of Wood County, Texas according to the subdivision map being recorded in Volume 10, Page 170, and refiled under County Clerk's File No. 2023-00000843, Volume 11, Page 6, of the Plat records of Wood County, Texas.**

**CMPW Properties, LLC** and **Conaway's Home Group, Ltd.** (collectively "Declarant") hereby impose on the real property described above ("Property") the following covenants, conditions, and restrictions to establish a general plan for its improvement and development as a residential subdivision named Park Central Development ("Subdivision"). The Property will be owned, held, leased, used, occupied, sold, conveyed, and encumbered subject to the provisions of this Declaration, which will run with the Property and will be binding on and inure to the benefit of each person having any right, title, or interest in or to any part of the Property and the person's heirs, successors, and assigns. Each contract, deed, or other instrument of any person executed hereafter with regard to any part of the Property shall be executed, delivered, and accepted subject to the provisions of this Declaration, regardless of whether the contract, deed, or other instrument refers to this Declaration.

## **SECTION 1: DEFINITIONS**

- 1.01 The following terms and definitions govern herein unless the context indicates otherwise.
- 1.02 "Architectural Committee" means the committee described below in Section 5.
- 1.03 "Control Period" means the period (a) from the date of this Declaration (b) to the earlier of the date when Declarant has sold and conveyed to an unrelated third party ninety percent of the Lots.
- 1.04 "Declarant" means the persons named above as Declarant, their affiliated entities, and their respective representatives, agents, successors, and assigns.
- 1.05 "Declaration" means this document.
- 1.06 "Dwelling" means a single-family house on a Lot.
- 1.07 "Improvement" means a Dwelling and every other structure and all appurtenances to structures of every type and kind on a Lot, including a house, garage, building, outbuilding, storage building, patio, deck, outdoor kitchen, driveway, tennis court, swimming pool or equipment, hot tub, fence, wall, stair, pole, exterior air conditioner, generator, tank, rain barrel or harvesting device, water-softener fixture or equipment, pump, well, tank, reservoir, antenna, tower, satellite dish or receiver, playhouse, playground, treehouse, and any facility or device used in connection with water, sewer, gas, electric, telephone, television, internet, or other utility.
- 1.08 "Livestock" means any animal other than Pets, including horses, cattle, sheep, goats, pigs, poultry, fowl, and wild animals.
- 1.09 "Lot" means a parcel of land within the Property shown as a lot on the Subdivision Plat.
- 1.10 "Motor Vehicle" means a passenger car or truck not larger than a three-quarter ton pickup.
- 1.11 "Owner" means the person who owns a fee-simple interest in the surface estate of a Lot or any other portion of the Property.

- 1.12 "Person" means a natural person, a private entity (such as a corporation, partnership, limited partnership, limited liability company, joint venture, trust, or other company or association), or a public entity (such as a federal, state, or local governmental entity, agency, department, unit, or subdivision).
- 1.13 "Pets" means dogs, cats, rabbits, ferrets, birds, guinea pigs, and other small mammals, reptiles, and fish that are commonly used as companion animals.
- 1.14 "Prohibited Vehicle" means any trailer, including a utility trailer, and any self-propelled vehicle other than a Motor Vehicle or a Recreational Vehicle, including a bus, bulldozer, excavator, front-end loader, backhoe, skid steer loader, trencher, other construction equipment, farm tractor, tractor-trailer, or truck larger than a three-quarter ton pickup, and any vehicle used to transport flammable or explosive cargo.
- 1.15 "Property" means the real property described above.
- 1.16 "Recreational Vehicle" means a camper, mobile home, trailer, trailer house, boat, jet ski, all terrain vehicle, motorcycle, moped, golf cart, or similar equipment used for recreation.
- 1.17 "Street" means each public street on or adjoining the Property as identified on the Subdivision Plat.
- 1.18 "Subdivision" means the residential subdivision identified above.
- 1.19 "Subdivision Plat" means the surveyor's plat or plats for the Subdivision recorded in the official public records of the clerk of the county where the Subdivision is located.

## **SECTION 2: DECLARANT'S DEVELOPMENT OF THE SUBDIVISION**

**2.01 SUBDIVIDING.** Declarant may divide, subdivide, or resubdivide the Property into several areas or parcels and may develop or sell all or part of the Property at any time.

**2.02 ADDING LAND.** From time to time, Declarant may add additional land to the Subdivision as additional units or phases and thereby make this Declaration and its provisions apply equally to the added land, and the rights and duties of the persons subject to this Declaration will be the same with respect to the added land as with respect to the land described in this Declaration. To add land to the Subdivision under this Declaration, Declarant must only record in the land records of the county where the Subdivision is located a written notice that (a) refers to this Declaration and its recording information, (b) states the provisions of this Declaration will apply to the added land, and (c) contains a description of the added land.

**2.03 REMOVING LAND.** From time to time, Declarant may remove any portion of its land from the Subdivision and thereby terminate the application of this Declaration and its provisions to the removed land. To remove land from the Subdivision under this Declaration, Declarant must only record in the land records of the county where the Subdivision is located a written notice that (a) refers to this Declaration and its recording information, (b) states the provisions of this Declaration will no longer apply to the removed land, and (c) contains a description of the removed land.

**2.04 ASSIGNMENT OF RIGHTS.** Declarant's conveyance of a Lot or any other portion of the Property will not itself convey or assign any of Declarant's rights under this Declaration. In order to assign any of its rights under this Declaration, Declarant must refer specifically in writing to this Declaration and state it is assigning its rights under this Declaration. From time to time, however, Declarant may temporarily authorize another person – such as a builder in the Subdivision unaffiliated with Declarant – to exercise specified rights, privileges, or exemptions of Declarant under this Declaration.

**2.05 CONTROL.** Declarant has all the powers and rights reserved to itself in this Declaration.

### **SECTION 3: ARCHITECTURAL RESTRICTIONS**

- 3.01 APPROVAL OF PLANS.** No person other than Declarant may erect, place, or modify an Improvement on a Lot until the person has obtained the approval of the Architectural Committee as provided below in Section 5.
- 3.02 HOURS FOR CONSTRUCTION ACTIVITY.** Except in an emergency or when other unusual circumstances exist, as determined by the Architectural Committee, outside construction work or noisy interior construction work shall be permitted only between the hours of 6:00 a.m. and 10:00 p.m.
- 3.03 BUILDING DEADLINE.** An Owner other than Declarant must begin construction of a Dwelling on a Lot no later than eighteen months from the date of the Owner's acquisition of the Lot.
- 3.04 BUILDING MATERIALS.** No person other than Declarant may store any materials whatsoever on a Lot except for the building materials used in the construction of Improvements on the Lot, which may remain on the Lot only so long as the construction actively progresses on the Lot without undue delay, after which the Owner must remove the materials or store them in a suitable enclosure on the Lot. No person other than Declarant may place or store any building materials on any Street at any time.
- 3.05 SINGLE FAMILY DWELLINGS.** A person may only construct one detached single family Dwelling on each Lot that is not more than two stories in height. No other type of residential building or structure may be constructed or placed on a Lot.
- 3.06 NEW CONSTRUCTION ONLY.** A person may only construct new Dwellings and Improvements on the Property using new building materials. No person may move an existing building or structure onto the Property, or remodel or convert such a structure moved onto the Property into a Dwelling or other Improvement.
- 3.07 NO MANUFACTURED OR MODULAR HOUSING.** A person may not place or install on the Property a manufactured home, a moveable factory-built home, a structure mounted on a permanent chassis, a modular or prefabricated home, or any similar building or structure, regardless of whether its components are manufactured or assembled on or off the Property.



- 3.08 LOCATION OF A DWELLING ON A LOT.** The front of a Dwelling must face the Street adjoining the Lot. If the Lot adjoins more than one Street, the Dwelling must face the shortest boundary line of the Lot that adjoins a Street. The location of a Dwelling must comply with the building setback lines for the Lot shown on the Subdivision Plat. The eaves, steps, and patios of a Dwelling may extend over a building setback line for the Lot, but may not extend over a boundary line for the Lot.
- 3.09 LIVING AREA REQUIREMENT.** Each Dwelling on the Property must contain no less than ~~1,200 square feet of living area~~, excluding its open porches and garage. *1000' - SEE AMENDMENT DATED 8-28-2023.*
- 3.10 SEWAGE.** The Owner must connect the Owner's Dwelling and continuously use the sewer system in place for the Subdivision. No person may install or use an individual septic disposal system on a Lot.
- 3.11 GARAGE.** Each Dwelling must include an attached garage capable of holding at least two Motor Vehicles. A person may not modify or enclose a garage to make it part of the living area of the Dwelling. A person may not construct a carport or detached garage on a Lot.
- 3.12 DRIVEWAY.** When a person constructs a Dwelling on a Lot, the person must also construct a concrete driveway on the Lot from the adjoining Street to the garage for the Dwelling that is **between 16' and 20' in width** with at least a 4" thickness of concrete. The person constructing the driveway must repair at his expense any damage to the Street and its curb caused by the construction of the driveway.
- 3.13 ROOF.** The roof of each Dwelling must **have a pitch of at least 6" in 12"** and no more than 12" in 12" and must be constructed of twenty-year bondable limited warranty composition shingles.
- 3.14 BRICK OR STONE.** The Owner must construct the exterior walls of a Dwelling with brick, brick veneer, or stone covering **at least 60% of the area of the exterior walls**, excluding doors, windows, and gable areas. The Owner must obtain the prior approval of the Architectural Committee of the type and color of such materials before starting such construction.
- 3.15 EXTERIOR PAINT AND SIDING.** The Owner must obtain the prior approval of the Architectural Committee of the type and color of all exterior siding and paint,

stain, or other coating before such materials are installed on a Lot. The Owner must use at least two coats of paint or sealer on all exterior wood surfaces at the time of the construction of a Dwelling or Storage Building.

**3.16 STORAGE BUILDING.** A person may construct one storage building on a Lot if it contains **no more than 120 square feet of floor space, does not exceed 10' in height** (measured vertically from the natural finish ground elevation to the highest point of its roof), has a composition roof, has painted siding that matches the architectural style and color of the Dwelling on the Lot, is placed behind fencing in an area where it is least visible from a Street or another Lot, and is maintained with a good visual appearance matching the Dwelling on the Lot. Only one such storage building may be placed on a Lot.

**3.17 FENCES.** The Owner may construct a wood privacy fence on the Owner's Lot along its boundary lines with adjoining Lots that is **6' in height**. A person may not construct a fence or wall of any material other than wood pickets and wood or metal posts, such as chain link, barbed wire, hog wire, chicken wire, or wood rail. All fence posts must be hidden from view from every Street. A person may not erect a fence or wall (a) between the Street that the front of the Dwelling faces and a line extending across the front of the Dwelling to the side boundary lines of the Lot, or (b) directly on or over a boundary line for a Lot.

**3.18 LANDSCAPING.** The Architectural Committee may designate the landscaping requirements for the Subdivision, including the approved type, design, and method of planting grass, flower beds, and any trees. Prior to the completion of a Dwelling on a Lot, the Owner of the Lot must plant such grass on the entire yard of the Lot, install front flower beds, and install any trees, as specified by the Architectural Committee. The Owner of a Lot must properly cultivate and maintain all grass, plants, shrubs, trees, and landscaping on the Lot at all times, before and after the completion of the Dwelling on the Lot. The Owner must maintain all shrubs and hedges on the Lot in the areas adjoining a Street to a height of not more than 4.'

**3.19 DRAINAGE.** A person other than Declarant may not alter, obstruct, or interfere with the established drainage patterns of any Lot or other portion of the Property without the prior written approval of the Architectural Committee.

**3.20 EXTERIOR ANTENNAS.** A person may install an antenna or dish only on the roof of a Dwelling in an area behind and below the center ridge line of the roof that is not visible from a Street. A person may not install or use (a) a free-standing antenna or dish on a Lot or (b) any television, internet, or radio wires between the

Dwelling and any adjoining Street.

- 3.21 AIR CONDITIONING UNITS.** A person may not install or use a window or wall type air conditioner on a Lot that is visible from a Street.
- 3.22 WINDOW TREATMENTS.** A person may only use suitable blinds or curtains as window treatments and may not install or use tin foil, blankets, towels, paper, or similar materials for window treatments.
- 3.23 MAILBOXES.** A person may not install or use an individual mailbox on a Lot and may only use the mailbox assigned to the Lot if community mailboxes are installed for the Subdivision. The community mailboxes must be of similar sizes and design unless the local postmaster specifies otherwise.
- 3.24 DESTRUCTION OF DWELLING.** If a weather event, flood, fire, or any other cause destroys or damages a Dwelling, the Owner must rebuild, repair, or remove the Dwelling within six months after such destruction or damage.
- 3.25 ALTERATION OF COMPLETED IMPROVEMENTS.** A person may not alter a completed Improvement on a Lot in a way that modifies its function or its exterior appearance without the prior written approval of the Architectural Committee.

#### **SECTION 4: USE RESTRICTIONS**

- 4.01 RESUBDIVISION.** The Owners of separate Lots may by written agreement and surveyor's plat subdivide a Lot that adjoins the Lot of each Owner. Otherwise, an Owner other than Declarant may not divide or subdivide a Lot or convey an easement in a Lot without the prior written approval of the Architectural Committee.
- 4.02 RESIDENTIAL USE.** No person may occupy or use a Lot except for single-family residential purposes. No person may construct a structure or building on a Lot except for one single-family dwelling and its customary and usual accessory structures. No person may erect, occupy, or use a structure on a Lot as a multi-family residence, duplex, apartment, office, retail, or commercial building. No person may conduct any business, commercial, professional, or manufacturing activity on any Lot.

- 4.03 NUISANCES.** No person may conduct any activity, allow any condition, or construct or possess any Improvement or item on any part of a Lot or any other portion of the Property that would constitute a nuisance, would be offensive or detrimental to another person or property, or would violate applicable law.
- 4.04 HAZARDS.** No person may conduct any activity, allow any condition, or construct or possess any Improvement or item on any part of a Lot or any other portion of the Property that would be unsafe or hazardous to any person or property, would constitute a nuisance or be offensive or detrimental to another person or property, would increase the rate of insurance or cause the cancellation of insurance on any Lot or Improvement, or would violate applicable law. Without limiting the foregoing, no person may have an open fire on a Lot except within safe indoor or outdoor fireplaces or cooking appliances and devices that are attended while in use or may use or possess firearms, fireworks, or explosive devices on a Lot except as permitted by applicable law.
- 4.05 MOTOR VEHICLES.** No person may park, store, or keep a Motor Vehicle on any part of a Lot or any other portion of the Property except on the Street adjoining the Lot, on the driveway on the Lot, or inside the garage on the Lot. No person may park, store, or keep an inoperable Motor Vehicle on the Property except temporarily for a reasonable period until it can be made operable. No person may park, store, or keep a Motor Vehicle on any Street for more than twenty-four consecutive hours at a time or move it from place to place in the Subdivision to avoid this prohibition.
- 4.06 RECREATIONAL VEHICLES.** No person may park, store, or keep a Recreational Vehicle on any part of a Lot or any other portion of the Property except inside a garage on the Lot or behind the Dwelling on the Lot in an area that is adequately screened by fencing or landscaping so it is not visible from any other Lot or Street. No person may reside in a Recreational Vehicle on the Property either temporarily or permanently.
- 4.07 PROHIBITED VEHICLES.** No person other than Declarant may park, store, or keep a Prohibited Vehicle on the Property except temporarily as necessary for the construction of an Improvement on the Property.
- 4.08 UNSIGHTLY ITEMS.** No person may use or place any item in an area on a Lot, which is viewable from a Street or another Lot, and which is unreasonably unsightly, including sports equipment (such as volleyball nets, soccer goals, or basketball goals), lawn and garden maintenance equipment (such as lawnmowers



and tillers), storage of materials (such a firewood or building materials) or facilities for hanging, drying, or airing clothing or household fabrics (such as clothes lines).

**4.09 PETS.** An Owner may keep Pets on a Lot provided (a) they are not kept, bred, or maintained for any business purpose, (b) no more than two Pets are kept on the Lot, and (c) the perimeter boundary of the Lot is fenced adequately to retain such Pets and prevent them from leaving the Lot. No person may allow a Pet outside the Lot where it is kept unless restrained by an appropriate leash or transport container.

**4.10 LIVESTOCK.** No person may keep, raise, or breed any Livestock on a Lot.

**4.11 TRASH.** No person may store or dump – or allow the storage or dumping of – trash, rubbish, garbage, manure, debris, or other offensive material of any kind on a Lot. The Owner of a Lot shall place all trash, rubbish, garbage, manure, debris, or other offensive material on the Lot in sanitary containers constructed of metal, plastic, or masonry materials with tight-fitting covers or lids and placed in an area on the Lot that (a) is not in front of the Dwelling or in the driveway and (b) is adequately screened by fencing or landscaping so it is not visible from any other Lot or Street. Each Owner must contract with an independent disposal service for weekly collection of all garbage or other wastes if a governmental entity does not provide such collection service to the Lot. No person may allow such items or their containers on a Street for more than twenty-four consecutive hours.

**4.12 LEASING.** No Owner may lease a Lot or any Improvement on a Lot for a period of less than ninety consecutive days. If an Owner leases a Lot or any Improvement on a Lot to another person for ninety or more consecutive days, the Owner is liable for any failure to comply with any provision of this Declaration by such person or the person's guest.

**4.13 MAINTENANCE.** Each Owner must keep all grass, plants, shrubs, and trees on the Owner's Lot maintained, cultivated, pruned, and free of trash and other unsightly material. Each Owner must keep all Improvements on the Owner's Lot in good condition and repair and adequately painted or otherwise maintained.

**4.14 SIGNS.** No person may place or display any sign on a Lot that the Lot or an Improvement on the Lot is for lease. A person may place or display a sign on a Lot that the Lot or an Improvement on the Lot is for sale, but the sign must not contain more than 6 sq. ft. of area and the person may place only one such sign on the Lot unless the Architectural Committee approves the use of more than one sign on the

Lot. The foregoing provisions do not apply to Declarant or to a developer of multiple Lots, who may place or display a larger sign advertising all or part of the Subdivision, but who must remove such sign upon completion of the construction in the area advertised on the sign. A political sign on a Lot advertising a candidate or measure for an election must not be installed more than 90 days before the election; must be removed on the 11th day after the election; must be ground-mounted; must be limited to only one sign for each candidate or measure; must not contain any balloons or lights; must not threaten the public health or safety; must not be larger than four feet by six feet; must not violate a law; must not contain language, graphics, or any display that would be offensive to the ordinary person; and must not be accompanied by music or other sounds or by streamers or otherwise be distracting to motorists. A person may place temporary school spirit signs on a Lot.

**4.15 TEMPORARY STRUCTURES.** Declarant may place or use – or allow another builder to place or use – a temporary sales or construction office, temporary toilet facility, storage container, tent, shack, or other temporary building or structure on the Property during the construction and sale of a Dwelling. After such construction and sale of a Dwelling, no person may place or use any such items on the Lot without the prior written approval of the Architectural Committee.

**4.16 MINERAL PRODUCTION.** No person may allow or conduct any mining, quarrying, drilling, boring, exploring for, or removing any oil, gas, other hydrocarbons, other minerals of any kind, rocks, stones, sand, gravel, aggregate, or dirt, nor allow or place any oil or gas wells, derricks, pumps, tanks, tunnels, excavations, mines, shafts, equipment, or facilities on any Lot. To the extent Declarant owns an interest in the mineral estate of the Property, Declarant waives its right to use the surface of the Property for the exploration, development, or production of oil, gas, or other hydrocarbons or minerals.

## **SECTION 5: ARCHITECTURAL COMMITTEE**

**5.01 ORGANIZATION.** The Architectural Committee will consist of three to five members. During the Control Period, Declarant has the sole authority to appoint, to remove without cause at any time, and to accept the resignation of each member of the Architectural Committee. After the Control Period, the then-existing members of the Architectural Committee have the sole authority to appoint successor members, to remove without cause at any time any existing member, and to accept any resignation of an existing member of the Architectural Committee. Each member will serve for two years or until the member's resignation or removal and the appointment of a successor member, whichever is

later. The act of a majority of the members constitutes the act of the Architectural Committee unless indicated otherwise. The Architectural Committee may by unanimous vote designate in writing one member to act on its behalf and may by majority vote rescind such designation. No member is entitled to compensation for serving on the Architectural Committee. No member is personally liable for any act or omission committed in the capacity as a member except for gross negligence.

**5.02 APPROVAL OF PLANS.** No person other than Declarant may erect, place, or modify an Improvement on a Lot until (a) the person has submitted to the Architectural Committee two complete sets of plans and specifications (including front elevation) for the proposed Improvement, two complete plot plans locating the proposed Improvement on the Lot, and two complete sets of the finish grade elevations for the Lot, and (2) the Architectural Committee has approved such plans in writing. The Architectural Committee shall retain one copy of such plans and return the second copy to such person endorsed with the Architectural Committee's action. If the Architectural Committee fails to approve or disapprove such plans within thirty days after they are delivered to the Architectural Committee, and if such plans comply fully with the terms of this Declaration, then the Architectural Committee shall be deemed to have approved such plans upon the expiration of such thirty days.

**5.03 MINOR VARIANCES.** The Architectural Committee by unanimous vote may grant minor variances from compliance with any Architectural Restriction when it determines the minor variance will not impair or detract from the high-quality development of the Subdivision and the minor variance is justified because of unusual or aesthetic considerations or circumstances. The granting of a minor variance will not waive or amend any provision of this Declaration except as to the particular Lot and instance covered by the minor variance and will not establish a precedent or future waiver or amendment of any provision of this Declaration.

**5.04 NO WAIVER.** The Architectural Committee's approval of any plan or specification for any particular Improvement will not waive its right to withhold approval for any plans or specifications for any other Improvement.

**5.05 COMPLIANCE.** The Architectural Committee will monitor the construction of Improvements in the Subdivision to assure compliance with the Architectural Restrictions. The Architectural Committee may inspect such construction at any time and may order each person responsible for the construction to discontinue the construction until such person complies with this Declaration.

**5.06 FEES.** The Architectural Committee may set and collect a reasonable fee for its services from any person requiring its services other than Declarant.

**5.07 RULES.** The Architectural Committee may adopt any procedural and substantive rules, not in conflict with this Declaration, proper for the performance of its duties, including a governmental or industry building, fire, or housing code to govern the construction of Improvements in the subdivision.

## **SECTION 6: GENERAL PROVISIONS**

**6.01 CONSTRUCTION.** The provisions of this Declaration will be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property as set forth in this Declaration. The provisions of this Declaration are independent and severable, and the invalidity or partial invalidity of any provision will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular, and the masculine, feminine, or neuter each includes the masculine, feminine, and neuter.

**6.02 EXEMPTION OF DECLARANT.** When the phrase "other than Declarant" is used herein it means Declarant is exempt from the provision in question. Neither Declarant nor any of Declarant's Property will in any way be subject to the control of or under the jurisdiction of the Architectural Committee, notwithstanding any provision in this Declaration to the contrary.

**6.03 COMPLIANCE.** Each Owner and other person on the Property must comply strictly at all times with the provisions of this Declaration and any rules adopted by the Architectural Committee. A failure to do so gives rise to a cause of action to recover any amounts due for damages or injunctive relief or both.

**6.04 ENFORCEMENT.** Declarant, the Architectural Committee, or any Owner may pursue any action and seek any remedy allowed by law or this Declaration against any other Owner or other person who violates any provision of this Declaration or rules adopted by the Architectural Committee.

**6.05 NOTICES.** Any notice permitted or required to be given by Architectural Committee must be in writing. Unless otherwise required by law, the notice must be delivered to the person to whom the notice is directed (a) by delivery to the person or to the person's Dwelling, (b) by U.S. mail, first class or certified, (c) by a nationally recognized overnight delivery service, (d) by email to the person, or



(e) by any other method required or permitted by law or Architectural Committee. Any notice to a person is proper if delivered or sent to (a) the last address that the person provided to the party sending the notice, or (b) the address shown for the person on the website for the appraisal district of the county where the Subdivision is located. A notice by mail or overnight delivery is given when deposited, properly addressed and with proper postage, with the U.S. Postal Service or overnight delivery service. A notice by email is given when transmitted to the person's email address.


**6.06 NONWAIVER.** A person's failure or refusal to enforce any provision of Architectural Committee at any time will not constitute a waiver of the person's right to enforce the provision in the future.

**6.07 LIMITATION OF LIABILITY.** Each Owner or lienholder who accepts the conveyance or grant of any interest in a Lot thereby agrees that Declarant, the Architectural Committee, and their respective members, representatives, employees, and agents will have no liability to any Owner or any other person in tort, contract, or otherwise for any act or omission directly or indirectly arising from or relating to the creation, enforcement, construction, application, or use of any provision of this Declaration, or for any other act or omission relating to this Declaration, except for gross negligence. Declarant makes no warranty or representation as to the present or future validity or enforceability of any provision of this Declaration. Any Owner acquiring a Lot in reliance on any provision of this Declaration assumes all risks of the validity and enforceability of this Declaration, and by acquiring the Lot, agrees to hold Declarant harmless if such provision is adjudicated to be invalid or unenforceable.

**6.08 TERM.** This Declaration is effective on the date it is recorded in the official public records of the county where the Property is located and will continue thereafter in effect for twenty years, after which it will automatically renew for successive periods of five years each, unless amended or extinguished as provided herein.

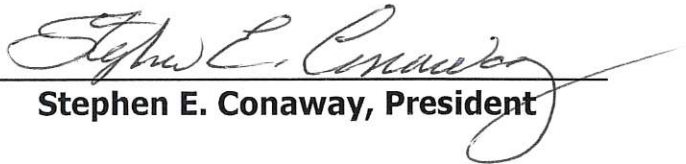
**6.09 AMENDMENT OR TERMINATION.** Prior to Declarant's sale of any Lots, Declarant may amend or terminate any or all provisions of this Declaration. After Declarant's the sale of any Lot, this Declaration may be amended or terminated in whole or in part only upon the approval by written vote of at least sixty-seven percent of the Owners. Any such amendment or termination will be effective upon Declarant's or the Architectural Committee's recording of written notice certifying such amendment or termination in the official public records of the county where the Property is located.

**CMPW Properties, LLC**

By:   
**Chris Means**  
**Managing Member**

**Conaway's Home Group, Ltd.**

By: **Conaway Management, Inc.,**  
**General Partner**


By:   
**Stephen E. Conaway, President**

**ACKNOWLEDGMENTS**

STATE OF TEXAS §  
COUNTY OF SMITH §

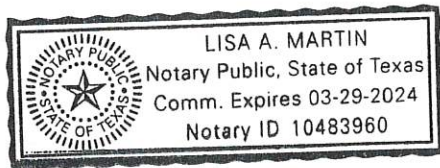
This instrument was acknowledged before me on **June 23<sup>rd</sup>, 2023**, by **Chris Means, Managing Member** of **CMPW Properties, LLC**, on behalf of such company.



  
Notary Public, State of Texas  
My Commission Expires: 3-25-2026

STATE OF TEXAS §  
COUNTY OF SMITH §

This instrument was acknowledged before me on **June 21st, 2023**, by **Stephen E. Conaway, President of Conaway Management, Inc., as General Partner of Conaway's Home Group, Ltd.**, on behalf of such company.



*Lisa A. Martin*  
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: 03-29-2024

After Recording Return To:

**Conaway Management  
P.O. Box 800  
Whitehouse, TX 75791**

THE STATE OF TEXAS  
COUNTY OF WOOD

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the OPR Records of Wood County, Texas.

2023-00006981 ataylor  
07/26/2023 12:46 PM



*Kelley Price*

Kelley Price, County Clerk  
Wood County, Texas



# County Clerk

P.O. Box 1796  
1 Main Street  
Quitman, Texas 75783

Wood County  
Kelley Price

Phone 903-763-2711

Receipt: 325911

Product	Name	Extended
COV	DECLARATION OF RESTRICTIVE COVENANTS	\$98.00
	Document #	2023-00006981
	# Pages	19
	Grantor:	CMPW PROPERTIES LLC ETAL
	Grantee:	PARK CENTRAL DEVELOPMENT
	Extra Page	false
<b>Total</b>		<b>\$98.00</b>
Tender (Check)		\$98.00
Check Number	11310	
Paid By:	CONAWAY'S HOME GROUP LTD	

Thank You for Your Business



## AMENDMENT OF DECLARATION OF RESTRICTIVE COVENANTS FOR PARK CENTRAL DEVELOPMENT

WHEREAS, the Declaration of Restrictive Covenants for Park Central Development was recorded on July 26, 2023, as Document 2023-00006981, Official Public Records, County Clerk, Wood County, Texas (the "Declaration") covering the property described therein (the "Property").

WHEREAS, Conaway's Home Group, Ltd., is named as a Declarant in the Declaration and Park Central CHOMES, LLC is the successor in interest to CMPW Properties, LLC, which is named as the other Declarant in the Declaration.

WHEREAS, as the Declarants and owners of the Property the undersigned have the power and authority to amend the Declaration pursuant to Section 6.09 of the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned hereby amend the Declaration as follows:

1. The existing Section 3.09 of the Declaration now states:

**3.09 LIVING AREA REQUIREMENT.** Each Dwelling on the Property must contain no less than **1,200 square feet of living area**, excluding its open porches and garage.

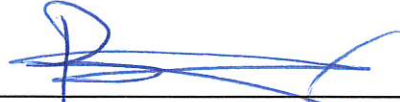
2. The existing Section 3.09 of the Declaration is hereby deleted and replaced with the following new Section 3.09:

**3.09 LIVING AREA REQUIREMENT.** Each Dwelling on the Property must contain no less than **1,000 square feet of living area**, excluding its open porches and garage.

3. The undersigned hereby ratify and confirm the Declaration as expressly amended herein.

Conaway's Home Group, Ltd.

By: Conaway Management, Inc.,  
General Partner

By:   
\_\_\_\_\_  
Brent W. Conaway, President

Park Central CHOMES, LLC

By: CHOMES, LLC  
Managing Member

By: Lakeside Property Holdings, LLC  
Managing Member

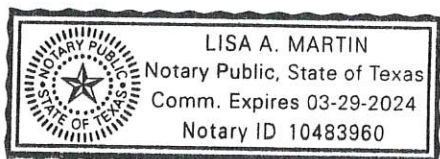
By:   
\_\_\_\_\_  
Brian Conaway, Manager



**ACKNOWLEDGMENTS**

STATE OF TEXAS §  
COUNTY OF SMITH §

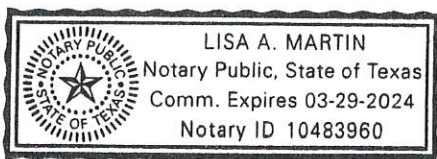
This instrument was acknowledged before me on August 21, 2023, by Brent W. Conaway, as President of Conaway Management, Inc., a Texas corporation, as general partner of Conaway's Home Group, Ltd., a Texas limited partnership, on behalf of such company.



Lisa A. Martin  
Notary Public, State of Texas  
My Commission Expires: 03-29-2024

STATE OF TEXAS §  
COUNTY OF SMITH §

This instrument was acknowledged before me on August 21, 2023, by Brian Conaway, as manager of Lakeside Property Holdings, LLC, a Wyoming limited liability company, as managing member of CHOMES, LLC, a Texas limited liability company, as managing member of Park Central CHOMES, LLC, a Texas limited liability company, on behalf of such company.



Lisa A. Martin  
Notary Public, State of Texas  
My Commission Expires: 03-29-2024

After Recording Return To:

Conaway's Home Group, Ltd.  
101 Business Park Dr.  
Whitehouse, TX 75791

THE STATE OF TEXAS  
COUNTY OF WOOD

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the OPR Records of Wood County, Texas.

2023-00008112 ataylor  
08/28/2023 12:50 PM



Kelley Price

Kelley Price, County Clerk  
Wood County, Texas