

Hillwood Acres

DEED 184

00479

RESTRICTIONS AND COVENANTS APPLICABLE TO HILLWOOD ACRES, A SUBDIVISION
OUT OF THE WM. McKIM SURVEY, ABSTRACT NO. 411, TRINITY COUNTY, TEXAS.

THE STATE OF TEXAS
COUNTY OF TRINITY

WHEREAS, Ferrell Whittlesey, an Individual, Trinity County,
Texas, is the owner in fee simple of the hereinafter described
premises in Trinity County, Texas, to-wit:

Being HILLWOOD ACRES, SUBDIVISION "A", a Subdivision in the
Wm. McKim Survey, Abstract No. 411, Trinity County, Texas,
as per map or plat of said Subdivision filed for record on
_____ 19_____, under File Number _____
of the County Clerk's Office of Trinity County, Texas;

and,

WHEREAS, it is the desire of said owner of said Subdivision
for the purpose of insuring harmonious, pleasant and satisfactory
living conditions in a residential and commercial subdivision, and
to insure means for mutually safe-guarding and enhancing the value
of investments in said subdivision by each property owner therein,
to fix and adopt the restrictions and covenants set forth hereinafter,
which said restrictions, covenants and provisions shall govern the
development and use of said subdivision, and shall be binding upon
the undersigned, its successors, heirs, legal representatives or
assigns, for the term stipulated herein.

GENERAL PROVISIONS

1. TERM: These covenants, restrictions and/or provisions
are to run with the land and shall be binding on all parties and
all persons claiming under them for a period of twenty-five (25)
years from date, after which time said covenants, restrictions and
provisions shall be automatically extended for successive ten (10)
year periods, unless an instrument signed and acknowledged by a
majority of the then owners of the lots has been recorded, agreeing
to change said covenants in whole or in part at the expiration of
any such ten (10) year period.

2. SEVERABILITY: Restrictive covenants, and each part of
any covenant, shall be held severable, in that the invalidation of

any covenant or part thereof by Court Judgment shall not run to any other provision by restrictive covenants, and said other provisions shall remain in full force and effect.

3. **ENFORCEMENT:** Enforcement of restrictive covenants shall be by proceedings at law or in equity against any person or parties violating or attempting to violate any restrictions, covenants or terms, and legal remedy shall lie in restraint of violation or in recovery of said damages. The right of legal action in enforcement shall accrue to any owner of property in this addition or any claimant thereunder, and to any political unit or government authority having jurisdiction in the matter in question.

4. **LIENS:** Liens upon any lot, building site or tract of land in this addition given to secure payment of notes for purchase money advanced, or for improvements made or to be made, or for the extension or renewal of such indebtedness or notes, or any part thereof, shall not be invalidated or affected in any way by any violation of these covenants on the part of any person or party acquiring any such lot, building site or tract of land; such liens shall remain in full force and priority in the case of any court judgment against such owner of such lot, building site or tract of land; said premises shall remain subject to such liens; and no release of any restrictive covenants, or any part thereof, shall be construed as against the original purchaser, his heirs, executors, administrators, assigns or successors, as the case may be; and sale under a foreclosure of such liens as hereinabove recited shall pass title to such premises subject to the restrictive covenants then in effect.

5. **EASEMENTS:** It is understood and agreed that the easements granted herein are reserved as permanent easements to all lot owners, their heirs, assigns and their guests, and none others, to be used as a right of ingress and egress and utilities easement, provided, however, that such easements shall terminate and automatically revert to the adjacent lot owners of Lots Two (2) through Nine (9) inclusive, of said Subdivision upon the re-routing of Farm Road No. 356, and located immediately adjacent to said lots.

RESTRICTIONS

1. **TEMPORARY STRUCTURES:** No house trailer, tent, shack, barn, or other outbuilding or structure shall be moved on this Subdivision, nor shall any garage or other outbuilding be used as a temporary or permanent resident in this Subdivision.

2. **MINIMUM BUILDING REQUIREMENTS:** The floor areas of all residences, exclusive of open porches and garages, shall be not less than 600 square feet. The design, materials and workmanship in all buildings shall be in conformity with common use by architects and builders of quality homes and no building or structure shall be occupied or used until the interior thereof is completely finished.

3. **SEWAGE REQUIREMENTS:** Wherever a residence is established on any lot it shall be provided with an inside toilet and shall be connected immediately with a septic tank or approved sewage system at the expense of the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Health Department and the Trinity River Authority and shall be subject to the inspection and approval of the health officer of Trinity County, Texas. The drainage of septic tanks into a road, street, alley or

other public ditch or Lake Livingston, either directly or indirectly, is strictly prohibited.

Minimum requirements for the construction of septic tanks, lateral lines, whether required by health authorities or not, are: to filter into a pit of washed gravel 4' x 4' x 4' and lateral lines are laid in the center of 12" square of washed gravel, covered with tar paper. The bottom of the trench to be 12" wide by 16" deep. Septic tanks shall have at least 300 gallons capacity. No septic tanks or lateral lines shall be permitted within the Trinity River Authority Flood Easement or within fifty (50') feet of waterfront property line.

4. **EASEMENTS:** Lots are to be purchased subject to easements to be established by grant or agreement between Hillwood Acres, its successors and assigns, and the utility companies furnishing electricity, telephones, water, gas or sewage, and in addition thereto, waterfront lots shall be subject to flood easements established or to be established and granted to Trinity River Authority or other authority controlling Lake Livingston.

5. **CULVERTS:** Culverts must be used for driveways and walks and the drainage structures under private driveways shall have a drainage opening of sufficient size to permit free flow of water without back water and shall be a minimum of a twelve-inch diameter pipe culvert.

6. **NUISANCE:** No noxious, offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

7. **ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats may be kept provided they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lot.

8. **RUBBISH:** The owners and/or occupants of all lots in this Subdivision shall, at all times, keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential construction requirements or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in this Subdivision in observing any of the above requirements, Seller may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this Subdivision to pay such invoice immediately upon receipt thereof.

9. **PARKING:** No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the building setback lines. The parking of automotive vehicles on road shoulders for a period of longer than one hour is prohibited.

10. **FIREARMS:** Practice or use of firearms within the Subdivision is prohibited.

11. **BUILDING SITES:** No lot shall be re-subdivided and each lot shall be limited to a single family dwelling occupied by a single family.

12. **WALLS AND FENCES:** Walls and fences, if any, shall be no higher than six feet above ground; shall be no closer to front street property lines than the front of the dwelling located on said lot and no closer than five feet to side street lines. Any erection of any wall, fence or other improvement on any easement shall be at the property owner's risk.

13. **SIGNS:** No signs consisting of advertising display or devices of any type or kind shall be in public view on any building site in this addition, except for builder's signs during the construction and sales period, or to advertise a property for sale, in which latter case one installation on the building site of not more than five (5) square feet of sign space shall be the maximum allowable.

14. **MINERAL DEVELOPMENT:** No oil well drilling, oil development operation or oil refining of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks or mineral excavations be permitted on any lot. No derrick or other structures designed for use in drilling for oil, or natural gas shall be erected, maintained or permitted upon any of said lots; provided, however, that this provision shall not prevent the leasing of the land above described, or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that said premises or portions thereof may be developed from adjacent lands by directional drilling operations.

AMENDING RESTRICTIONS: All covenants and restrictions are for the benefit of the entire of the entire Subdivision and shall be binding upon each purchaser, his successors, heirs or assigns. Invalidation of any one of the covenants or restrictions by judgment of any court shall in no way affect any of the other provisions which remain in full force and effect.

EXECUTED this Nine day of 28, A. D. 1967.

FERRELL WHITTLESKY

Ferrell Whittlesky

THE STATE OF TEXAS |
COUNTY OF TRINITY |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared FERRELL WHITTLESKY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of November, A. D. 1967.

Eula Pigeon
Notary Public in and for
Trinity County, Texas.

THE STATE OF TEXAS }
COUNTY OF TRINITY

I, Bettie Mae Ainsworth, Clerk of the County Court in and for said county, do hereby

certify that the annexed and foregoing instrument of writing with its certificate of authentication, was filed for record in my office 11th day of January, 1968, at 3:20 o'clock P.M., and recorded the day of , 19 , at o'clock M., in Deed Record of said County in Vol on page .

Witness my hand and the seal of the County Court at office in Groveland, Texas, the day and year last above written.

Bettie Mae Ainsworth

County Clerk Court, Trinity County, Texas

By Laudya Campbell Deputy