

178:198

W. B. HILL, H. M. HAWTHORNE, JR., and J. FRED MULLER,
OWNERS, OF TOWN AND COUNTRY HOMESITE.

RESTRICTIONS.

THE STATE OF TEXAS
COUNTY OF WALKER

WHEREAS, W. B. Hill, H. M. Hawthorne, Jr., and J. Fred Muller are the OWNERS in fee simple of the hereinafter described premises in Walker County, Texas, to-wit:

Being TOWN & COUNTRY HOMESITE, a subdivision in the Wiley Parker League, Abstract 37, Walker County, Texas, as per map or plat of said Subdivision recorded in Volume 176, Page 467, Deed Records of Walker County, Texas;

and

WHEREAS, it is the desire of said OWNERS to place the following conditions, covenants and restrictions on the above described Subdivision, to-wit:

1. All of the lots in said Subdivision shall be used for residence purposes only, and no business, professional or commercial use shall be made of said lots, even though such business, professional or commercial use be subordinate to use of the premises as a residence, and by way of illustration, and not by way of limitation, the premises shall not be used for carrying on the trade or profession of a barber, beauty operator, chiropractor, osteopath, doctor, dentist, lawyer, radio or television repairman, automobile repairman, boatbuilder, or boat repairman. It is further expressly provided that no activity shall be carried on upon any lot which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities and which might be calculated to reduce the desirability of the property as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit.
2. No structure other than one single-family residence and its outbuildings, shall be constructed, placed on, or permitted to remain on a building site, nor shall a residential structure be erected, placed on or permitted to remain on any building site having an area of less than 5,000 square feet nor a width of less than 50 feet at the front building set-back line; provided, however, that any whole lot according to the plat of the subdivision above named shall be considered to have the requisite frontage and area.
3. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to any inside lot line except that a detached garage or other permitted accessory building located 80 feet or more from the front lot line may be located not nearer than 3 feet to an inside lot line.

4. Except that when built as an integral part of the main dwelling no garage or other outbuilding, or any part thereof, may be erected or maintained which is not wholly within 30 feet of the rear line of the lot upon which the building is erected and if erected on any corner lot, no part of such garage or outbuilding may be erected or maintained nearer to any side street line than 10 feet.
5. No dwelling having a main ground floor area of less than 750 square feet, exclusive of open porches and garages, shall be permitted. Detached garages or other outbuildings located within the limits prescribed by paragraph 4, above, shall be built and designed to harmonize with the main dwelling and the colors of paint, and type of exterior walls and roofing shall harmonize with the main dwelling. No such detached garage or other outbuilding having frame or other type exterior walls which are normally painted when used on the exterior dwelling shall be left unpainted, but shall be painted with at least two coats of paint.
6. No trash, ashes, or other refuse may be thrown or dumped on any lot.
7. No building material of any kind or character shall be stored on any lot until the owner is ready to commence improvements, and then such materials shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets, or between the curb and property line.
8. Vegetation on each lot shall be kept mowed at regular intervals so as to maintain a neat and attractive manner, and trees, shrubs, and vines and plants which die shall be promptly removed.
9. No signs, advertisements, billboards, or advertising structures may be erected or maintained on any lot except that a sign not exceeding 15 square feet in area may be erected on the premises advertising the premises for sale or for rent.
10. No cattle, horses, mules, sheep, rabbits, hogs, poultry, or other animals or fowl other than ordinary household pets may be kept on any lot; and not person shall keep either cats, dogs, birds, or other household pets in such quantity as to be reasonably calculated to annoy the neighbors, it being the sense of these restrictions that reasonable keeping of pets shall be permitted but that the increase thereof must be removed from the premises with reasonable dispatch.
11. No operations of any kind shall be conducted on any lot to explore for, produce, store, treat, or transport oil, gas or other minerals.
12. No privy, cesspool, tank, or disposal plant shall be erected or maintained on any lot.
13. No fence, wall or hedge shall be placed on any lot nearer to any street than the building set-back line provided for the main building. Any fence, wall or hedge violating this provision shall be removed at the cost of the offending party.

14. No trailer, basement, tent, shack, garage, servant's house or other outbuilding shall at any time be used as a residence, either permanently or temporarily nor shall any structure of a temporary character be used as a residence.
15. No trailer, trailer houses, or boat shall be parked for any extended period on any lot in front of any residence or attached garage, or nearer to any side street than the building set-back line shown by the plat, or upon any street abutting any lot. This shall not be construed to prohibit a mere temporary standing or parking of a trailer by a house guest for not exceeding one week, nor shall it be construed to prohibit the standing or parking of a boat or trailer for short periods preparatory to taking same to some location outside the subdivision for use or storage but the habitual parking or standing of boats and trailers within the areas specified shall be a violation of these restrictions. The parking or standing of motor vehicles on any lot in front of any residence other than on the driveway, is likewise prohibited.
16. No building (whether it be main residence, garage, servant's house or outbuilding) shall be erected, placed or altered on any building site until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the neighborhood, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of W. B. Hill, K. M. Hawthorne, Jr., and J. Fred Muller, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers, and duties of such committee, and its designated representative, shall cease on and after October 1, 1992. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots above enumerated and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
17. No building whatsoever shall be constructed on any lot that will have a roof or any portion thereof to extend over any easement. Neither owner or any utility company using the easement affecting the lots shall be liable for damage done by them, their agents, servants, assigns, to shrubbery, trees, flowers, or other property situated within the limits of any utility easement. Owners expressly reserve the right for themselves, their heirs and assigns,

to construct and operate, maintain, repair, remove, and replace utility lines on the streets and easements, and it is expressly provided that erection and installation of any such lines and appurtenances in such utility easements or streets shall not constitute a dedication of such lines and appurtenances either private or public.

18. If any person should violate or attempt to violate any of the covenants, conditions, or restrictions herein set forth, then any person or persons owning any of the lots in said subdivision shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate same, and to compel compliance by injunction, both mandatory and prohibitory, and to recover damages for the violation, or to have judgment both for injunction and for damages. Failure by any person to enforce any restriction herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any others, which shall remain in full force and effect. Imposition of additional restrictions by zoning ordinance shall be cumulative of those set forth herein and shall never operate to impair or diminish the force and effect of these covenants, conditions and restrictions. If any violation is made or threatened and is not corrected within fifteen days from demand, in compliance with the provisions hereof, the offending party shall be liable for damages for all expenses incurred, including reasonable attorney's fees, by the complaining party or parties in any suit thereafter filed for enforcing compliance herewith.

19. Provisions hereof shall be deemed covenants running with the lands and shall be binding on the owners herein named, and all persons claiming under them until the 1st day of October, 2012, at which time the same shall be automatically extended for successive periods of ten years each unless by a vote of the majority of the then owners of the lots in the subdivision covered hereby it is agreed to change same in whole or in part.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the above described conditions, covenants and restrictions are hereby placed in force and effect regarding said Subdivision, and all conveyances of said Subdivision or any portion thereof, whether therein expressly stated or not, are hereby made subject to these conditions, covenants and restrictions the same as if they were copied in said Deed verbatim.

Such conditions, covenants and restrictions shall be binding upon and to be observed by the grantees of said premises, as well as their heirs, executors, administrators or assigns, and shall run in favor of and be enforceable by any person who shall here-

inafter own any portion of said Subdivision, either by injunction or by action to recover damages therefor. In case of and upon any violation or non-observance of the above conditions, covenants and restrictions, and thereupon, each owner shall have the right to enforce same as above provided. No act or omission causing the violation or non-observance of the above described provisions shall be a waiver of the operation or enforcement of any of the other above described provisions.

WITNESS OUR HANDS this the _____ day of October, A. D. 1962.

W. B. Hill
W. B. Hill

H. M. Hawthorne, Jr.
H. M. Hawthorne, Jr.

Fred Muller
Fred Muller

THE STATE OF TEXAS
COUNTY OF WALKER

BEFORE ME, the undersigned authority, on this day personally appeared W. B. HILL, 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 23 day of October, A. D. 1962.



Nanette Lagravere
Notary Public in and for
Walker County, Texas