

RESTRICTIVE COVENANTS
OF
HART'S CREEK LANDING

19615

THE STATE OF TEXAS
COUNTY OF TRINITY

I
I
I

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, herein called "Declarant", being the sole owner of the land and premises described as follows, to-wit:

All of HART'S CREEK LANDING, a subdivision of part of a 10.12 acre tract of land out of the Thomas J. Chambers Survey, Abstract No. 11 in Trinity County, Texas, as described in a deed dated August 22, 1981 from Herbert G. Ogden and wife, Alta Jewel Ogden to Linda Medve, recorded in Volume 296, Pages 639 et seq of the Deed Records of Trinity County, Texas, and as depicted upon the plat thereof recorded in Cabinet A, Page 282 of the Map or Plat Records of Trinity County, Texas;

has established, and by these presents does establish the following restrictions on the improvements, use and sale of said property, which shall apply equally to all the lots in said Subdivision as herein stated, and are for the mutual protection and benefit of all future owners in said Subdivision to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said Subdivision for a period of twenty (20) years from the date of the recordation of this document, after which time these restrictions shall be automatically extended for successive periods of ten (10) years each. These Restrictions may be amended during the initial twenty (20) year period at any time by Declarant or her successor, or by a written instrument executed by at least ninety per cent (90%) of the owners of all lots in the Subdivision, with each lot representing one (1) vote. During any succeeding ten (10) year period after the initial twenty (20) year period, these Restrictions may be amended by a written instrument executed by at least seventy-five per cent (75%) of the owners of all lots in the Subdivision, with each lot representing one (1) vote. No amendment shall be effective until filed for record in the Public Records of Trinity County, Texas.

Declarant specifically reserves the right, at her sole option and discretion, to amend any of the covenants, conditions and restrictions contained herein, without prior notice to or prior consent of any owner of any lot in the Subdivision, at any time that Declarant deems such amendment necessary or desirable.

RESERVATIONS

1. There is reserved unto Declarant, and her successors, heirs and assigns, the roadway and street easements as shown upon the plat of the Subdivision. Such roadway or street shall be reserved by Declarant for the use and benefit of Declarant, her heirs, successors and assigns, and for each lot owner in the Subdivision, and their respective heirs, successors, assigns and personal representatives, and shall be used for the purposes of the free and uninterrupted use, liberty and easement of such persons in common with one another.

2. There shall be reserved all utility easements and drainage easements as shown on the said plat of said Subdivision, including a ten (10) utility easement adjacent to and with the right-of-way of each street shown on the plat, and an easement over all streets, for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structure and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions of said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement five feet (5') wide from a plane fifteen feet (15') above the ground upward, located adjacent to the said roadway easements reserved hereby and on the plat.

3. Declarant reserves unto herself, her successors and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a utility easement or street, for the purpose of laying, placing, or constructing, installing, maintaining or repairing of all kinds and types of water lines, mains or pipes as well as other equipment necessary or incidental to their operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this Subdivision with water.

4. The Architectural Committee of the Subdivision shall consist of not less than three (3) persons, to be appointed by Declarant or her successors, who shall serve at the pleasure of the Declarant or her successors. Declarant or her successors may, at any time, assign any rights, duties, privileges or options reserved to or possessed by Declarant under these Restrictions to the Architectural Committee.

RESTRICTIONS

1. If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Declarant, her successors or assigns, to enter and abate such violation without liability to her, her successors or assigns, and any other persons owning any real property situated in said Subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

2. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

Structure

3. No building shall be erected, placed or altered on any building tract in this Subdivision until the plans, specifications and plat showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the Subdivision, and as to location with respect to topography and finished ground elevation by the Architectural Committee, 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 within thirty (30) days after said plans and specifications have been submitted to it. In the event said Committee fails to approve or disapprove such plans within such time, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

4. No residential structure shall be placed on any residential tract unless its living area has a minimum of 1,000 square feet of living area when measured to exterior walls, exclusive of porches and garages.

5. All residences, or any portion of the structure thereof, shall be located at least twenty (20) feet from the rights-of-way of the roadways and streets as shown upon the subdivision plat. No residence or any portion of the structure thereof shall be located nearer than five feet (5') to any side line of any lot.

6. The set-back lines may be relaxed by decision of the Architectural Committee if the above prescribed distances are not feasible, considering the terrain and topography of the lot.

7. No structure shall be placed on any lot which, by reason of high walls or fences, excessive heights, specially peaked roof design, etc., unreasonably obstructs the use or view of improvements to be located upon an abutting lot. For this purpose "Abutting Lot" also includes two or more lots separated by a street.

8. No trailer, mobile home, tent, shack, garage, barn or other outbuilding or structure of a temporary character shall, at any time, ever be attached to the property or be used as a residence, temporarily or permanently. However, lot owners or their guests may use camper trailers or motor homes for weekend or vacation camping purposes, but not to exceed six months out of any consecutive twelve month period, and then only with the prior written consent of the Architectural Committee. No structure shall ever be moved onto or permitted to remain on any lot, except during

construction of permanent structures, except as permitted herein. The privilege of using camper trailers or motor homes for camping temporarily shall cease five (5) years after the initial purchase of any given lot. No trucks or equipment used for construction purposes may be parked or stored on a residential lot or the street adjoining it except during actual construction of a residence on that lot.

9. If a central television cable system is available to the Subdivision, such system is to be used exclusively and in such event, no aerial antenna or similar structure shall project above the uppermost roof line of the residential structure of any lot (exclusive of chimney).

10. No structure shall be erected, placed or altered on any building plot in said Subdivision 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 said Subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Architectural Committee hereinafter provided for. Structures, as that term is used herein, shall be held to include all outside lighting, buildings, fences, walls, hedges, swimming pools, playground equipment, outdoor cooking or heating facilities, and any and all other improvements, including the size, type and location of vegetable gardens. Under no circumstance shall any dams be placed across or so as to obstruct any stream, gully or ravine within the Subdivision.

11. All residences shall be of brick veneer or wood siding construction. No asbestos siding or siding of like materials shall be permitted. No building of frame construction shall be erected on any tract unless same shall at time of construction receive at least one coat of paint. The ground floor of any multi-story, split level or elevated structure must be enclosed on at least three sides, and the sides which face any street or right-of-way or any adjoining lot must be enclosed.

12. All residences shall be completed within nine (9) months from date of beginning construction unless such period is extended in writing by the Architectural Committee.

13. No boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip-rap shall be constructed, placed or excavated until the plans and specifications thereof shall be approved in writing by the Architectural Committee.

14. No boat or trailers may be parked in front of the front building line of any tract, nor shall any boat or trailer be visible from any existing street.

15. No dwelling or residence shall be erected or placed on any parcel less than one full lot and no lot shall be subdivided or a portion thereof conveyed except as between the respective owners of full lots contiguous thereto; and any such attempt to otherwise subdivide ownership of a lot shall be absolutely void.

16. All residences and other building or structures must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.

17. No tract shown on the plat of said Subdivision filed for record, shall be used except for single family residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses and all such uses of said property are hereby expressly prohibited (unless otherwise stated or allowed herein). No building shall be erected, altered, placed or permitted to remain on any residence tract other than one detached single family dwelling and a private garage for not more than two (2) cars. The term "single family" residence or dwelling does not include mobile homes, house trailers or manufactured homes.

Assessments

18. Upon the sale or execution of contract for deed or a deed of conveyance, the Purchasers shall be liable for an initial maintenance charge of FIVE AND NO/100 DOLLARS (\$5.00) per month for each lot, for the purpose of creating a fund to be known as "Hart's Creek Landing Maintenance Fund" to be paid by the owner of each lot in conjunction with a like charge to be paid by the owners of other lots in Hart's Creek Landing, the same to be secured by Vendor's Lien upon such lot, and such sum shall be paid at the time the purchase of a lot and in advance on April 1st of each year thereafter to the Architectural Committee of Hart's Creek Landing hereinabove created, and said charge and lien are hereby assigned to such Committee; such annual charge may be adjusted from year to year by said Committee as the needs of the property may in its judgment require. The liens created to secure such maintenance charges are hereby expressly made subordinate to the lien of any bona fide purchase money, construction or voluntary deed of trust lien granted by any lot owner. Funds arising from said charge shall be applied so far as is sufficient towards the payment of maintenance expenses or construction costs incurred for any or all of the following purposes: Lighting, improving and maintaining the streets, employing policemen and watchmen, caring for vacant lots and construction of clubhouse facilities, ramps, boat landings, boat launches and other similar recreational facilities, and doing any other things necessary or desirable in the opinion of said Committee to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the Subdivision, it being understood that the judgment of said Committee in expenditure of said funds shall be final so long as such judgment is exercised in good faith. All conveyances of lots shall be subject to such maintenance charge and by acceptance of his deed or contract for deed, each purchaser consents and acknowledges that Declarant shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than expenditure of maintenance funds for the purposes stated herein to the extent funds are available.

19. Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses incurred for any of the following purposes: enforcing compliance with these restrictions (including necessary attorney's fees and court costs), improving and maintaining the streets and doing any other thing necessary or desirable in the opinion of said Committee to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the addition, it being understood that the good faith judgment of said Committee in the expenditure of said fund shall be final.

(a) Declarant or her successors are specifically excluded from the requirement to pay maintenance fees on any lot Declarant or her successors are holding in this development for sale or resale.

(b) Delinquent assessments shall bear interest after sixty (60) days from the date such assessment is due at the maximum rate permitted by law and if collected through any court, court costs and reasonable attorney's fees shall be added to said assessment.

20. In the event of the damage, destruction or other failure of a bulkhead or pier abutting any lot in such a manner as to adversely affect any other lot in the Subdivision, and the owner fails to repair such bulkhead or pier, then the Declarant or the Architectural Committee shall have the right, but not the obligation, to repair such bulkhead or pier and to assess the owner of the lot for all costs and expenses incurred in connection therewith. In the event of such assessment, any cost so expended by the Declarant or Architectural Committee shall be due and payable, on demand, by the owner of the property so affected, to the Developer.

21. In the event any lot owner, due to construction activities carried on by such owner, or such owner's contractors, subcontractors, agents, employees or assigns, causes substantial damage to any road, street, utility lines or easements, bulkheads or any other portion of the Subdivision,

then such lot owner causing such damage shall be liable to Declarant, her successors or assigns, for the repayment of such damage. However, such liability on the part of such lot owner shall not operate to excuse any contractor, subcontractor, agent, employee or assign from any liability for such damage.

Sanitation

22. No outside privies or toilets shall be permitted in this Subdivision. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage disposal system if there is one in existence at such time to serve the Subdivision, but if no central sewage disposal system is in existence at such time, then all toilets shall be connected to a septic tanks at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the Texas Department of Health, or any other State agency or governmental authority having jurisdiction of such matters, and shall be subject to the inspection and approval of such authority, provided however, that whenever a central sewage treatment plant and disposal system shall be established to serve this Subdivision, whether publicly owned or privately owned or operated, then all of the tract owners and/or occupants to whom such sewage disposal service is available shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefor at their expenses, and from and after the time such sewage disposal service becomes available to any lot, no septic tank whether therefore or thereafter built or installed, shall be used in connection with any tract.

23. The drainage of sewage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited. This shall not apply to the discharge of effluent from an approved sewage treatment plant serving this Subdivision.

24. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. Garbage and waste material shall not be kept except in sanitary containers. Incinerators or other equipment for the disposal of such waste materials shall not be permitted.

25. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

26. The owners 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 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 the above requirements, or any of them, employees or agents of Declarant, her successors or assigns, 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 charge either the owner or occupant of such lot 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 statement immediately upon receipt thereof. Declarant or her successors or assigns shall have a lien against any lot for any such monies so advanced.

27. No interest in any oil, gas or other minerals in, or under the property will be conveyed by Declarant, all interest in the same being expressly reserved by Declarant and her predecessors in title. No oil or gas drilling, oil or gas development operation, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any

part of the lands included in the Subdivision, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted in or upon any part of said lands at any time while these restrictions remain in force and effect. No private water wells and no derricks or other structure designed for use in boring or drilling for oil or gas shall be erected, maintained or permitted upon any part of the lands included in the Subdivision at any time while these restrictions remain in force and effect.

28. No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may be annoyance or nuisance to the neighborhood. No hunting or discharge of firearms shall be permitted within the Subdivision.

29. No sign of any kind shall be displaced to the public view except signs used by the Declarant or her successors in the original sale of lots in said Subdivision or signs used by builders to advertise the property during the construction and sales period.

30. No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.

31. Drainage structures under private driveways shall always have a net drainage opening of sufficient size to permit the free flow of water without backwater.

32. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No unsightly boats, trucks or vehicles shall be stored (or kept for the purpose of repair) on any lots or drives, unless hidden from public view in an enclosed garage. Mail box location is subject to approval of the Architectural Committee.

33. The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except when necessary in conjunction with the landscaping of such lot, or in conjunction with construction being done on such lot.

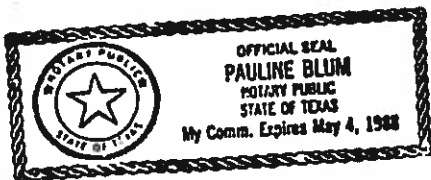
EXECUTED this the 16th day of May, A.D., 1985.

Linda Medve
LINDA MEDVE, Declarant

Record of
M
THE STATE OF TEXAS
COUNTY OF TRINITY

This instrument was acknowledged before me on May 16, 1985, by LINDA MEDVE.

Pauline Blum
Notary Public in and for
The State of Texas
Printed Name: _____
Commission Expires: _____



THE STATE OF TEXAS }
COUNTY OF TRINITY }

I, Elaine Ingram Lockhart,
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

at 17 day of May, 1955

at 11:15 o'clock A M., and recorded the

at 22 day of May, 1955

at 1:15 o'clock P M., in Official Record of

said County in Vol. 307 on page 101

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



Elaine Ingram Lockhart

County Clerk Court, Trinity County, Texas

By Cheryl Stewart Deputy