

AMENDED

RESTRICTIONS OF CRIPPLE CREEK FARMS-NORTH
MONTGOMERY COUNTY, TEXAS

THAT CRIPPLE CREEK FARMS-NORTH, INC. the owner of CRIPPLE CREEK FARMS-NORTH, in Montgomery County, Texas, does hereby create the following set of restrictions in order to insure to all purchasers that the properties thereon will be developed and maintained in a uniform manner to the mutual benefit of itself and all future owners; and accordingly, the following conditions, restrictions and covenants running with the land, binding upon all tracts and future purchasers or owners, their heirs and assigns, and all parties, or persons, holding possession under such purchasers or future owners in CRIPPLE CREEK FARMS-NORTH. Each purchaser and future owner or party holding possession under such person, agree that as a part of the consideration for their purchase and deed that they shall be subject to and bound by the conditions, restrictions and covenants, as follows:

1. The conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until January 1, 2012, and may be extended for additional ten (10) year periods thereafter, provided that three-fourths (3/4ths) of the then owners of tracts in said subdivision shall agree in writing properly filed in the Office of the County Clerk of Montgomery County, Texas, that the said restrictions shall be continued for such period.
2. All tracts of CRIPPLE CREEK FARMS-NORTH shall be used for residential purposes only. All tracts shall be used for permanent residences and no weekend homes are to be built or occupied in CRIPPLE CREEK FARMS-NORTH. No tract shall be used or occupied for any vicious or immoral purpose, nor in violation of the laws of the local, State or Federal government. No animals shall be raised or maintained on the property in such manner or with such lack of care as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance to persons of ordinary reasonable sensitivity. Likewise and in addition thereto, no animals shall be raised or maintained for commercial purposes. No animals or poultry, other than household pets, shall be maintained on any tract unless the tract or tracts consist of one acre or more. No hunting or discharge of firearms shall be permitted.
3. No residence shall be maintained on any area of less than 1,500 square feet of living area, exclusive of garages and open porches. Residences built on tracts having a depth of at least 200 feet shall be built at least 40 feet from the main roadways as dedicated, at least 5 feet from the interior tract lines and at least 15 feet from any side lots. Residences built on tracts having a depth of at least 150 feet shall be built at least 30 feet from the main roadways as dedicated, at least 5 feet from the interior tract lines and at least 15 feet from any side lots. Residences built on tracts having a depth of less than 150 feet must be built at least 25 feet from the main roadways as dedicated, at least 5 feet from the interior tract lines and at least 15 feet from any side lots. The exterior of the residence shall be finished with at least fifty-one (51) per cent brick, and the rest, if of a material other than brick or material, not commonly decorated or painted, shall be painted with at least two (2) coats of paint. All buildings shall be finished within six (6) months from the date construction is commenced. Drainage culverts between driveways and designated streets shall be installed before completion of any improvements. No tent, trailer, shack or barn, or other outbuildings, shall be any time be used as a residence, either temporarily or permanently. All outbuildings shall be located to the rear of the residence. Only one main residence and one

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5. No billboards or other advertising signs of any nature, either commercial or private, shall be erected or maintained, save and except, reasonable "For Sale" or "For Rent" signs pertaining to the sale or rental of the tract or tracts and improvements thereon.
6. Whenever a residence is established on any tract it shall provide an inside toilet and shall be connected with a septic tank and drain field. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision, and drainage of septic tanks or sewerage into roads, lakes, streets, alleys, ditches, ravines, or upon the open ground shall be prohibited and enforceable as any other violation of these restrictions by any resident in the subdivision or by public body. The purchaser of a parcel of land in the subdivision shall, upon constructing any residence upon this tract, or any person making use of his tract of land, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property, and shall fill in sufficient size to permit the free flow of water at a point between the roadway and his property, and shall fill in sufficient dirt over and around the same to construct a driveway to the premises. The inside bottom of said culvert must be even with a below and level of the ditch. Outside toilets are strictly prohibited.
7. All tracks are sold subject to easement for public utilities as may already be existing or as may become reasonably necessary for CRIPPLE CREEK FARMS-NORTH, INC., to create in the future and all of which rights is reserved so as to permit good development of the subdivision and provide necessary utilities. All existing roads are hereby dedicated as public road easements to insure to the benefit of the property owners of this subdivision and insure permanent access to their land. All tracts herein sold are subject to prior recorded reservation of all oil, gas and other minerals, together with all restrictions herein set forth and as well as any other easements, reservations and restrictions of record.
8. No used or new building materials whatsoever shall be placed or stored on any tract in said subdivision, and all buildings when started must be completed within six (6) months from date of beginning.
9. If the parties hereto, or any one of the future owners of this subdivision, their heirs or assigns, shall violate or attempt to violate or attempt to violate any of the covenants or restrictions herein contained, then any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person or persons from so doing by prohibitive or mandatory injunction and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.
10. The purpose of the foregoing restrictions is to maintain a high standard of living conditions and thereby make it a desirable residential section. It is understood and agreed that should a violation, or attempted violation of any of the foregoing covenants and restrictions by purchaser in said subdivision occur, CRIPPLE CREEK FARMS-NORTH, INC., is in no wise responsible, either financially or otherwise, but will use their best efforts to adjust any

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violations.

11. These restrictions are given in lieu of those certain restrictions dated August 7, 1967 and recorded in Volume 644, at Page 599. Deed Recrods of Montgomery County, Texas.

Coyote Creek Farms South Civic Club
P.O. Box 662
Parsippany Tx 77362