

HARMON CREEK RANCHETTES TO THE PUBLIC--RESTRICTIONS

VOL. 228 PAGE 78

01261

RESTRICTIONS OF HARMON CREEK RANCHETTES SUBDIVISION TRACT
WALKER COUNTY, TEXAS

THAT W. S. NICHOLSON, JR., TRUSTEE, the owner of HARMON CREEK RANCHETTES SUBDIVISION TRACT, in Walker 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 himself 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 HARMON CREEK RANCHETTES. 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, 1999, and may be extended for additional 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 Walker County, Texas, that the said restrictions shall be continued for such period.
2. (a) All tracts of HARMON CREEK RANCHETTES shall be used for residential purposes only, excepting Reserve A and Reserve B. 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 governments. No animals shall be raised or maintained on the property in such manner or with such lack or 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.
- (b) Reserve A and Reserve B may be used for commercial purposes.
3. (a) No residence shall be built or maintained on an area of less than 1,000 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 50 feet

A TRUE COPY
 I HEREBY CERTIFY, JAMES D. [Signature]
 COUNTY CLERK WALKER COUNTY
 BY [Signature]
 WALKER COUNTY, TEXAS

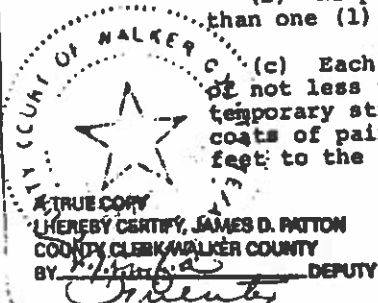
from the main roadways, at least 5 feet from the interior tract lines and at least 15 feet from any side lots. Residences built on tracts having a depth of at least 150 feet shall be built at least 30 feet from the main roadways as dedicated, at least 5 feet from the interior tract lines and at least 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, 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 at any time be used as a residence, either temporarily or permanently.

The words "mobile home" is construed to mean a residence for the owners thereof. However, no mobile home less than eight (8) feet in width and/or less than thirty-five (35) feet in length may be used as a residence, without specific approval from the Architectural Control Committee. No mobile home older than a 1965 year model, may be used as a residence without specific approval of the Architectural Control Committee. All mobile home residences shall be placed on or permanent foundation. This foundation must be concrete, brick, stone or concrete blocks; such concrete, brick, stone or concrete blocks not less than eight (8) inches wide, eight (8) inches thick and sixteen (16) inches in length. The foundation may be continuous with the mobile home dimensions or used as piers, providing the piers are not spaced greater than ten (10) feet apart running with the mobile home dimensions.

All outbuildings shall be located to the rear of the residence. Only one main residence and one secondary residence (for guests or servants) shall ever be built or maintained on any tract or building site. The moving of used buildings onto any building site in the subdivision is prohibited. There is hereby created an Architectural Control Committee. The Committee shall be composed of three (3) members who are property owners. Until such time as the developer has conveyed eighty-five (85) per cent of the tracts in HARMON CREEK RANCHETTES, the developer shall appoint such members and fill vacancies on the committee. When a total of eighty-five (85) per cent of the tracts have been conveyed by warranty deed then the membership of the Control Committee shall be filled by majority vote of the property owners of HARMON CREEK RANCHETTES. It shall be the purpose of the committee, in reviewing plans, specifications and tract plans to insure for all owners harmony of external and structural design and quality with existing structures and with the overall intended quality of the subdivision. The committee shall have the right to designate a representative to act for it in all matters arising hereunder. All fences which cross the building lines above described must be approved by the Architectural Control Committee.

(b) No parcel shall be divided into a lot or lots less than one (1) full acre in size.

(c) Each lot owner may construct one temporary residence of not less than 280 square feet in size. Exterior of such temporary structure must be painted with at least two (2) coats of paint. Such structure will be no closer than 300 feet to the front lot line except in such case as where there



VOL. 228 PAGE 79

-2-

VOL. 374 PAGE 766

is insufficient depth to meet such 300 foot requirement, then the rear of such temporary structure shall be 30 feet from the rear lot line.

4. It is specifically agreed that tract owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction or residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of the same and shall at all times maintain such property in conformity with the general plan and scheme of residential development as herein set forth, to the end and purpose that the property herein sold, as well as other properties in the subdivision will maintain uniform conformative development. No leaves, brush, timber, debris or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways.

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 dirt over and around the same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch. Outside toilets are strictly prohibited.

7. All tracts are sold subject to easement for public utilities as may already be existing or as may become reasonably necessary 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 inure 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 reservations of 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 and assigns, shall 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.

A TRUE COPY
HEREBY CERTIFY, JAMES D. PATTON
COUNTY CLERK WALKER COUNTY
BY *[Signature]* DEPUTY

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 nowise 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 a purchaser in said subdivision occur, W. S. NICHOLSON, JR., TRUSTEE, is in no way responsible, either financial or otherwise, but will use his best efforts to adjust any violations.

EXECUTED this 20th day of April, 1970.

W. S. Nicholson, Jr.
W. S. NICHOLSON, JR., TRUSTEE

THE STATE OF TEXAS, }
COUNTY OF WALKER. }

BEFORE ME, the undersigned authority, on this day personally appeared W. S. NICHOLSON, JR., TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of June, 1970.



Ann E. Lawrence
NOTARY PUBLIC, IN AND FOR THE
COUNTY OF WALKER, STATE OF TEXAS.
VOL. 228 PAGE 81

THE STATE OF TEXAS, }
COUNTY OF WALKER } I, J. L. FERGUSON, CLERK OF THE COUNTY COURT, CERTIFY
THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE THE
DAY OF June, 1970 AT 2:50 O'CLOCK P M., RECORDED
ON THE 25th DAY OF June, 1970 AT 10:10 O'CLOCK A M.
BY *James Canell* DEPUTY
COUNTY CLERK WALKER COUNTY
BY *James Canell* DEPUTY

J. L. Ferguson
COUNTY COURT, WALKER COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WALKER

I, James D. Patton, County Clerk of Walker County Texas,
do hereby certify that the foregoing is a true and correct
copy of the original record and as same appears on the under
file # 1201 of the Official Public
records of Walker County Texas Vol 228 ps. 78
Given under my hand and seal of office this the 30th
day of December, 19 91

James D. Patton, County Clerk
Walker County, Texas.
By [Signature] Deputy

