

05116

FOREST CREEK
RESERVATIONS, RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS X
COUNTY OF WALKER X

KNOW ALL MEN BY THESE PRESENTS:

THAT we, WILLIAM MacCARTNEY and GAIL MacCARTNEY, herein-
after styled "Owners", of Walker County, Texas, where our principal
place of business is so located at Route 3, Box 406A, Huntsville,
Texas 77340, are the sole owners of that certain tract containing
29.33 acres of land situated in the J. CUMMINGS LEAGUE, Abstract
16, Walker County, Texas, recorded in Vol. 264, Page 46, Deed
Records of Walker County, Texas, reference to which is hereby
made for all purposes.

PREAMBLE

It is the intention and desire of the Owners herein to
safeguard their rights and the rights of Purchasers, and to main-
tain the value of the property at its highest level, and for its
best use and enjoyment of Owners and Purchasers, do hereby estab-
lish, adopt, and promulgate the conditions, covenants, warranties,
and restrictions as to the use thereof, which shall be applicable
to and run with the land, thereby binding Owners herein, their
heirs or assigns, and all Purchasers of tracts situated within
FOREST CREEK as is hereafter set out.

I.

GENERAL PROVISIONS

1. All residential lots in FOREST CREEK are for the sole
purpose of single family residence only.
2. The living area in all residences, exclusive of open
porches and garages, shall not be less than nine hundred (900)
square feet. The design, materials, and workmanship in all resi-
dences and other buildings shall be in conformity with standards
in common use by architects and builders of quality homes.
3. Utility easements are hereby established upon the ten
(10) feet of all acreage adjoining the streets and roads, subject
to the reservations hereinafter set forth.

VOL 440 PAGE 133

(a) The utility easements shown on the surveyor's plat of the 29.33 acres are dedicated with the reservation that such utility easements are for the use and benefit of any public utility authorized to operate and/or operating in Walker County, Texas, as well as for the benefit of the Owners and the property owners of the 29.33 acres to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power lines, telephone lines, gas lines, water lines, sanitary sewers, storm sewers and any other utility or service which the Declarants may find necessary or proper.

(b) The title conveyed to any property in the 29.33 acres shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Declarants or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Declarants, their heirs, successors and assigns.

(c) The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Declarants.

(d) Neither the Declarants, nor their heirs, successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the land owner situated on the land covered by said utility easements.

4. All residential lots are restricted to houses only and all mobile homes are excluded therefrom.

5. Any residence once commenced, must be "dried in" within nine (9) months. The term "dried in" means that the outside must have the appearance of being a completed home, with all necessary windows, doors, roof, paint and trim. If not "dried in" within nine (9) months after such residence is commenced, the purchaser of same hereby gives the Owners, their heirs or assigns, the right

and authority to enter upon the property upon which such structure is situated and to disassemble said structure and stack same on the premises. The purchaser or occupant of any such lot agrees, by the purchase or occupation thereof, that said Owners shall not be liable in trespass or otherwise, in entering upon said lot and disassembling any such structure.

6. No house or other building may be placed on any lot until approved by the FOREST CREEK PROPERTY OWNERS ASSOCIATION (as hereinafter established) as to size, condition, appearance, and location on the lot. After submission of plans and specifications or a request for inspection to PROPERTY OWNERS ASSOCIATION herein and ten (10) days elapses without notification from them of approval or disapproval, approval will not be required, and the related covenant shall be deemed to have been satisfied.

7. No residence shall be located nearer to any street than thirty (30) feet as reflected on map and plat of FOREST CREEK, or located nearer than five (5) feet from interior lot lines or ten (10) feet from any back lot line; however, purchasers owning adjoining lots may build across the interior lot lines so long as such building is not over a utility easement. These building line requirements can be altered only by written permission from the owners herein, their heirs or assigns, if it is deemed by the "Owners" they cause a purchaser severe and undue hardship, and a change is considered to be in the best interest of the subdivision as a whole.

8. All residences and other buildings must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.

9. No outside privies or toilets shall be permitted. Whenever a residence is established on any lot it shall be provided with an inside toilet and shall immediately be connected with a septic system or to a sewage treatment plant. Such sewage disposal system shall be approved by Trinity River Authority. The drainage of sewage from any lot into a street, adjoining property, or Lake Livingston, either directly or indirectly is strictly prohibited.

10. No lot shall ever be used either temporarily or permanently as an access or roadway to property adjoining FOREST CREEK without the written consent of owners herein, their heirs or assigns.

11. The parking of boats, trailers or automotive vehicles on roads or road shoulders for a period longer than twenty-four (24) hours is prohibited.

12. Once a residence is established on any lot in FOREST CREEK, the purchaser and/or occupants shall at all times keep weeds and grass thereon cut in an attractive manner. In the event of failure on the part of the Purchaser or occupant of any lot in this subdivision in observing the above requirements, "Owners" may, without liability to the purchaser or occupant, in trespass or otherwise, enter upon said tract, cut or cause to be cut, such weeds and grass and also remove or cause to be removed, any garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the purchaser or occupant of such lot for the cost of such work. The purchaser 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. In the event such bill is not paid in a reasonable length of time then the charge may be added to the purchase price of the lot plus simple interest at ten (10%) percent.

13. No noxious or 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.

14. No animals of any kind shall ever be raised, ekpt, or bred on any lot other than household pets, namely, dogs and cats with a maximum of two (2) each.

15. No motor vehicle which is not in operating condition, or not bearing current license plates, shall be placed or permitted to remain on any lot unless kept out of sight.

16. The discharging of firearms is strictly prohibited on all lots at all times.

17. Camping will not be allowed on any lot for more than thirty (30) days in any calendar year without written permission from the FOREST CREEK PROPERTY OWNERS ASSOCIATION (as hereinafter established under paragraph III). Unattractive camping facilities such as, but not limited to, school buses will not be allowed.

18. Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without backwater and shall not be less than 12 inch diameter culvert.

19. No sign, advertisement, or billboard of any kind may be erected or maintained on any residential lot without the consent in writing of the Owners herein, their heirs or assigns. Owners shall have the right to remove any such sign, advertisement, or billboard which is placed on any lot without such consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

20. The removal of any dirt or timber from any lot is expressly prohibited without the written consent of the Owners herein. This consent is not required for the removal of trees or dirt when it is necessary in conjunction with the landscaping or construction being done on such lot. Permission is not required for the removal of dead or unsightly trees.

21. No lot in FOREST CREEK, as platted, may be resubdivided in any manner.

22. No business of any kind shall be conducted on or from any residential lot within the subdivision, with the exception of the business of the Owner, his heirs, successors and assigns, in developing and selling lots situated within the subdivision to the general public.

II.

Reserve Area "A" (Park area and launching facility) is for the use and enjoyment of all the purchasers (and their guest that accompany them) of all the tracts in FOREST CREEK and the general public is specifically excluded therefrom.

III.

There is hereby created the FOREST CREEK PROPERTY OWNERS ASSOCIATION which shall be composed initially of William MacCartney and Gail MacCartney. When eighty (80%) percent of the lots are sold, the PROPERTY OWNERS ASSOCIATION shall then be composed of all lot owners.

The FOREST CREEK PROPERTY OWNERS ASSOCIATION shall be responsible for preservation of property values; and the ASSOCIATION shall have the powers and functions (but not by way of limitation) therein listed, but shall not have the sole obligation with respect to enforcement of restrictions; such powers being:

- (a) Collect and expend the maintenance funds as created in this instrument.
- (b) Enforce these covenants and restrictions by appropriate proceedings.
- (c) Enforce any lien imposed on any lot or lots in this subdivision by these restrictions.
- (d) To approve or reject plans for improvements in FOREST CREEK as set out under GENERAL PROVISIONS.

IV.

There is hereby created the FOREST CREEK MAINTENANCE FUND.

The following provision, whether incorporated in each Deed or not, shall be applicable to all lots in FOREST CREEK.

"The property herein conveyed is hereby subjected to an annual maintenance charge of \$60.00 for each lot to be paid by the owner of this lot in conjunction with a like charge to be paid by the owners of all other lots in FOREST CREEK, the same to be secured by a Vendor's Lien upon said lot. Said liens are hereby assigned to the FOREST CREEK PROPERTY OWNERS ASSOCIATION."

Such annual charges may be adjusted from year to year by said PROPERTY OWNERS ASSOCIATION as the needs of the property may, in its judgment, require, but in no event shall such charge be raised above \$60.00 per year unless raised by a majority vote of the lot purchasers.

All funds arising from the Maintenance Fund as above described are to be placed in an account by the FOREST CREEK PROPERTY OWNERS ASSOCIATION, known as the FOREST CREEK MAINTENANCE FUND.

The above mentioned funds shall be paid on the first of July, 1985 and each year thereafter and mailed to:

FOREST CREEK MAINTENANCE FUND
Route 3, Box 406A
Huntsville, Texas 77340

All funds arising from the above charges shall be applied, so far as sufficient, toward the following purposes: Street lights, maintaining streets, caring for vacant lots, caring for recreational areas and doing any other thing necessary or desirable in the opinion of said PROPERTY OWNERS ASSOCIATION 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 judgment of said PROPERTY OWNERS ASSOCIATION in the expenditure of said funds shall be final so long as such judgment is exercised in good faith.

V.

The following provision, whether incorporated in each Deed or not, shall be applicable to all lots in FOREST CREEK.

The property herein conveyed is hereby subjected to an annual water stand-by fee of twenty-seven (\$27.00) dollars, beginning April, 1986, for each lot to be paid by the owner of that lot in conjunction with a like charge to be paid by the owners of all other lots in FOREST CREEK, the same to be secured by a Vendor's Lien upon said lot. Such liens are hereby retained by Sellers herein, their heirs or assigns. The above annual water stand-by fee to be paid only by owners of lots not connected to the water system by April, 1986, and a like fee to be paid annually thereafter, until connected to the water system. After a connection fee has been paid, and the owner terminates water service, the monthly water service fee will be discontinued, and the stand-by fee will begin.

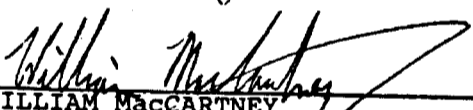
Each lot purchaser, in accepting his Deed, consents and acknowledges that the Owners (Developers) shall have no obligation to furnish maintenance or do any other thing described above other than from maintenance funds.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded with the County Clerk of Walker County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then Owners of the tracts has been recorded, agreeing to change said covenants in whole or part, or to revoke them.

Enforcement shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate, any covenant, either to restrain such violation, or to recover damages. Such enforcement may be by the Purchaser of any lot in FOREST CREEK.

Invalidation of any one or more of these covenants by judgment, or Court Order otherwise shall in no way affect any other covenant, restriction, or condition, but all such other covenants, restrictions or conditions shall continue and remain in full force and effect.

EXECUTED this the 13th day of August, 1985.



WILLIAM MacCARTNEY


GAIL MacCARTNEY

THE STATE OF TEXAS X
COUNTY OF WALKER X

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM MacCARTNEY and GAIL MacCARTNEY, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of August, 1985.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS 440 204440

FILED FOR RECORD
2130
Julia Rodriguez

AUG 13 1985

THE STATE OF TEXAS
COUNTY OF TRINITY
I, James D. Patton, County Clerk for Trinity
County, Texas do hereby certify that the
above was filed for record in the
public records and at the time of recording
was duly indexed.



RECORDED

RECORDED

AUG 2 1985

VOL 449 PAGE 441