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628-00-1543

RESTRICTIONS OF CRIPPLE CREEK FARMS-WEST
MONTGOMERY COUNTY, TEXAS S

RECORDED VOLUME 631, PAGE 809, DEED RECORDS, MONTGOMERY COUNTY, TEXAS

That CRIPPLE CREEK FARMS, INC., the owner of CRIPPLE CREEK FARMS-WEST, a subdivision in the JOHN RAIMON SURVEY, Abstract No. 472, in Montgomery County, Texas, as per Dedicated Plat and Map thereof, recorded in the Map Records, Vol. 7. Page 403, Montgomery County, Texas, does hereby create the following set of restrictions in order to insure to all purchasers in said subdivision that the properties thereof 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 are hereby established to be covenants running with the land, binding upon all tracts and future purchasers or owners, their heirs and assigns, and all parties or persons holding possessions under such purchasers or future owners in CRIPPLE CREEK FARMS-WEST. 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 purchase thereof until January 1, 2010, 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 or the County Clerk of Montgomery County, Texas, that the said restrictions shall be continued for such period, and provided that such written agreements shall be made and filed within the last two (2) years of the period during which the restrictions are enforceable.
2. All tracts of Cripple Creek Farms-West, shall be used for residential purposes only, with the exceptions of tracts numbered 1, 2, 3, 4, 69, 70, 71 and 72, which are designated as reserve tracts for commercial use. 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 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 hunting or discharge of firearms shall be permitted.
3. No residence shall be built or maintained on an area of less than 1500 square feet of living area, exclusive of garages and open porches. Residences shall be built at least ~~75~~ feet from the roadway as dedicated. The exterior of the residences shall be finished with at least fifty-one (51) per cent brick, and the rest, if of a material other than brick, stone, asbestos or material not commonly decorated or painted, shall be painted with at least two (2) coats of paint. Temporary buildings and residences shall be built at least 300 feet from the road right-of-way, in the event any tract does not have 300 feet in depth then a temporary building may be built not to exceed 30 feet from the back line of the tract; and such temporary residence shall contain not less than 280 square feet of floor space and shall have at least two (2) coats of paint unless constructed of ~~brick~~ rock, asbestos or other finished product. No tent, trailer, basement, shack or barn, or other outbuildings, shall at any time be used as a residence, either temporarily or permanently. All outbuildings shall be located to the rear of the residence except that garages may be attached to 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 build site in the subdivision is prohibited unless such building is first inspected and approved in writing by Cripple Creek Farms, Inc. This

right of inspection and right to approve plans may be delegated to a successor by written recorded instrument; such successor may be a person, persons, corporation or civic club.

4. It is specifically agreed that tract or lot owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than is necessary for the construction of 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. In order to assure adequate beautification standards of the subdivision there is created by the owners and developers of CRIPPLE CREEK FARMS WEST a perpetual improvement fund for street lights, signs, markers and other beautification projects. There shall be required, levied and paid by all tract purchasers and owners beautification improvement fee in the amount of \$1.00 per month for "each" tract, together with proportionate amount for "each" fractional tract. The proceeds thereof shall be placed in said fund and used for such purposes by the owners and developers of said subdivision at their discretion until such time as a majority of the tract owners shall have formed a civic club or similar entity, when and at such time such fund, the use thereof and all rights herein created shall be transferred to such organization. The fund herein created shall be perpetual throughout the life of these restrictions or extensions thereof, unless abandoned in writing by the owner of said subdivision, or abandoned in writing by a majority vote of the members of said organization. That and until such time improvement fee shall act as a "lien charge" upon the tracts in said subdivision. Each lot or tract owner authorizes the owner or said subdivision to withhold and apply such charge monthly out of the payments made upon the purchasing of tracts herein conveyed. That upon payment in full of such property by the tract owners or, and upon the transfer of such fund to a civic club, add in the event of default of such payment, each charges shall accrue as a lien and charge upon the tracts or lots and any action brought for collection and/or the enforcement or foreclosure of said lien shall constitute liquidated demand accruing to the benefit of the holder or holders of such right of action, which shall, in addition to such charge, include the collection of interest at the legal rate, together with reasonable attorneys' fees and court costs incurred in the collection thereof.

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 until such time as sanitary sewers may be available for use in connection with such tract. 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 his 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 o-r Cripple Creek Farms, Inc., to create in the future and all of which rights is reserved so as to permit good development of the subdivision and to 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. If the parties hereto, or any one of the future owners of this subdivision, their heirs or 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 person 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 judgement 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.

9. 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, Cripple Creek Farms, Inc., is in no wise responsible, either financially or otherwise, but will use their best efforts to adjust any violations.

November 27, 1999.

Renewal of Restrictions

We the undersigned and property owners in subdivision CRIPPLE CREEK FARMS-WEST MONTGOMERY COUNTY, TEXAS RECORDED VOLUME 631, PAGE 809, DEED RECORDS, MONTGOMERY COUNTY, TEXAS wish to renew the restrictions of C.C.F.W; from January 2000 to the year January 2010 in order to retain the beauty of this subdivision as it has been in the past.

Mr. & Mrs Paul Hilliard M W Stengler
Ken A. Kopp 510 W. Rollingwood

Ernest M. Jost
Jennifer Pailer
R. R. Harington
Frank J. Johnson
Alec Coulter
Barbara Deines
Steele H. Nixon
Marie Chapman
Judith E. Cox
Angela W. [Signature]

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

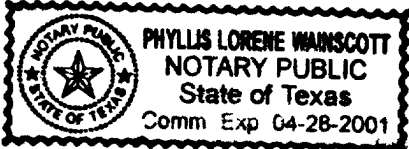
THE STATE OF TEXAS
COUNTY OF MONTGOMERY

ACKNOWLEDGEMENT

Before me, [Redacted] on this day personally appeared the above stated persons known to [Redacted] be the persons who 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 on this 27th day of Nov. 1999.

[Signature]
Notary Public in and for
State of Texas



628-00-1547

FILED FOR RECORD

99 DEC -9 AM 9:23

MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS

DEPUTY

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the official Public Records of Real Property of
Montgomery County Texas

DEC 9 1999



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

M. G. Mibbard
711 W. Rollingwood Ln.

Pinhurst, TX

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