

RESTRICTIVE COVENANTS
BIG CREEK FOREST

EDWARD LEE ROY SCHMALZ, SR., the owner, of the following described property situated in Burleson County, Texas, to-wit:

Big Creek Forest, a subdivision in and an addition to Burleson County, Texas, containing 89.167 acres of land, more or less, out of the James Craft Survey, Abstract No. 83, as shown by map or plan thereof filed for record in the office of the County Clerk, Burleson County, Texas, on December 17, 1976, and recorded in Volume I , Page 31 of the Map Records of Burleson County, Texas, reference to which is here made;

have subdivided such property into lots with intervening streets and easement ways for the construction, operation and maintenance of utility lines, in accordance with the map or plat of said Big Creek Forest, prepared by Spencer J. Buchanan & Associates, Consulting Engineers, duly approved by the Commissioners' Court of Burleson County, Texas, as same are on file and of record in Volume I , Page 31, of the Deed Records of Burleson County, Texas, and do hereby dedicate said streets and easement ways for the construction, operation and maintenance of utility lines to the use of future owners of lots or any portion of lots within said subdivision and to the public as such in accordance with the words and provisions of dedication set forth on the face of said Map.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of the lots contained in the subdivision, as a high-quality restricted residential section, the following restrictions and conditions on the use of said lots (except the lots excepted from the restrictions imposed herein) are hereby established and adopted and imposed upon each lot in said Addition; said conditions and restrictions shall constitute covenants running with the land, shall be binding upon and inure to the benefit of Edward Lee Roy Schmalz, Sr., his heirs, successors and assigns, and upon all persons acquiring property by whatever means in said addition; by the acceptance of title to any lot or portion thereof in this Subdivision, the owner thereof shall agree and covenant to abide by and perform the terms, conditions, restrictions, and covenants as set forth herein. Such restrictions and conditions shall be made a part of each contract and/or deed executed by or on the behalf of the owners, conveying a lot or portion thereof within said Subdivision, by reference to the place of record of this instru-

ment; and by acceptance thereof, the Grantee, and all persons claiming under him, shall be subject to and bound thereby, and each such contract and/or deed shall be conclusively held to have been executed, delivered, and accepted subject to all of the terms, conditions and restrictions set out in this instrument. In the event, however, of the failure of any contract and/or deed to a lot or portion thereof in said subdivision to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such lot or lots shall be construed to be subject to the terms of this instrument. The following numbered lots are not subject to the restrictions contained in this instrument:

LOTS 68, 69, 70, 71 & 72

RESTRICTIONS: APPLICABLE TO ALL LOTS EXCEPT LOTS 68, 69, 70, 71 & 72

1. All lots in said subdivision shall be used as single family residential lots, and for no other purpose.

2. No lot or any portion thereof may be used for commercial, business, or professional uses or activities of any type. No noxious or offensive trade or activity shall be carried on upon any tract or any of the roads in the subdivision nor shall anything be done thereupon which may be or become an annoyance or nuisance to the neighborhood.

3. No cesspool shall be dug, used or maintained on any tract. When a residence or other living quarters is constructed or placed on any tract, it shall provide an inside toilet and shall be connected with a septic tank. Drainage of septic tanks into roads, drainage courses or open ditches is prohibited. All septic tanks and connecting installations shall be installed and maintained in strict accordance with the rules and regulations of the State Board of Health and all other applicable governmental regulations, including all terms and conditions of orders presently in effect or that may come into effect issued by the Texas Water Quality Board. No outside toilets may be constructed or maintained on any tract.

4. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage or other waste materials shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

5. No swine of any kind shall be raised, bred or kept on any tract. Other animals may be kept and maintained on the tracts, but they shall not be kept in such numbers or in any such manner as to become an annoyance or nuisance in the neighborhood. No animals may be kept or bred for any commercial purposes.

6. No sign of any kind shall be displayed to the public view except one professional sign of not more than five square feet advertising the property for sale.

7. No oil drilling, oil development or quarrying or mining operations of any kind shall be permitted.

8. No lot may be resold or subdivided into any dimension less than its original size, as shown on the plat of the subdivision.

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9. No structure, other than fences, shall be located on any tract nearer to the front or rear tract line or nearer to the side road line than ten (10) feet. No building shall be located nearer than ten (10) feet to an interior tract line, or nearer than ten (10) feet to the side line of the parcel of land upon which such improvements are to be erected. No building shall be located or maintained or placed on any easement shown on the recorded Plat.

10. Camping by a lot owner is permitted and owner may permit camping equipment to remain on premises; however, no tents shall be allowed to remain unoccupied for more than a twenty-four hour period.

11. The enclosed ground floor area of any structure intended for human habitation, excluding trailer houses or mobil homes, shall contain not less than six hundred (600) square feet, exclusive of open porches and garages.

12. No building material shall be placed or stored upon any tract until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the tract upon which the improvements are to be erected, and shall not be placed in the streets. After the improvements are begun, work in progress shall be continuous and shall be prosecuted with reasonable diligence until all improvements are completed. Conventional building materials must be used in construction.

13. No garage or out building for rental purposes will be permitted on any tract. All living quarters on the property, other than in the main building, are to be for the bona fide use of the owner's or occupant's immediate family or servants only.

14. All mobil homes and/or trailer houses are to be skirted within sixty (60) days after being set up on lot. All mobil homes must contain not less than four hundred (400) square feet and must not be more than eight (8) years old at the time it is placed on the lot.

15. The owners of all lots in this addition shall at all time keep the grass and weeds cut to promote sanitation, health and appearance. If the owner of any vacant lot shall fail to comply with the foregoing requirement, developer may cause such grass or weeds to be cut and in such case owner shall pay the amounts expended for such work.

16. No motor vehicle shall be left parked, abandoned or otherwise unattended in a specific location on any street within the subdivision for more than five (5) days. No motor vehicle which is not in operating condition or not bearing current license plates shall be placed or permitted to remain on the street or on any portion of the lot closer to the front property line than the rear walls of the dwelling placed thereon.

DURATION OF RESTRICTIONS:

All the restrictions and covenants herein set forth shall be covenants running with the land and shall continue and be binding upon Edward Lee Roy Schmalz, Sr., and upon his successors and assigns, for a period of ten years from the date of this instrument, unless terminated or amended as provided herein. At the expiration of said ten year term, the restrictions and covenants as herein set out shall automatically be extended for an additional ten year period and for successive periods of ten years thereafter, unless nullified or revised as hereinafter provided. After the expiration of ten years from the date hereof, the owners of a majority of the square footage in the subdivision may execute and acknowledge an agreement in writing terminating or revising these restrictions and covenants and file the same in the office of the County Clerk of Burleson County, Texas, and then and thereafter these restrictions and covenants shall be null, void and of no further force and effect, or be modified or revised as said instrument may direct.

RIGHT TO ENFORCE:

The restrictions and covenants herein set forth shall be binding on Edward Lee Roy Schmalz, Sr., his successors and assigns, and upon all parties claiming by, through, or under them and all subsequent owners of property in the subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said property. The violation of any such restrictions 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 as against any and all property covered thereby, subject, nevertheless, to the restrictions herein mentioned. Edward Lee Roy Schmalz, Sr. or the owners of any tract in this Subdivision shall have the right to enforce observance or performance of the provisions of this instrument.

SEVERABILITY:

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EASEMENTS:

All lots in the subdivision are subject to certain easements over and across portions of each lot, as shown by map of the subdivisions, such easements being deemed appropriate or necessary for the purpose of installing, using, repairing and maintaining public utilities, water lines, sewer lines, electric lighting and telephone cables or poles, drainage ditches, television cable, and/or equipment necessary for the performance of utility services and functions, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access shall include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove obstructions on the easement right-of-way as in their opinion may interfere with the installation or operation of their circuits, lines, pipes or structures. 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 the subdivision property, except that nothing set out above shall prohibit, as heretofore, set out, the use of such easements or rights-of-way by adjacent owners for the construction of fence lines, walks and/or drives provided no permanent structures are built thereon and provided no damage shall accrue to any utility company.

In addition to the ground easements mentioned above, an additional aerial easement is reserved resulting in a total over all ground easement ten (10) feet wide from the ground upward and unobstructed aerial easement, twenty (20) feet wide from a plane fifteen (15) feet above the ground upward centered on the ground easements. This aerial easement being particularly needed by light and telephone companies for the protection of overhead wire.

MAINTENANCE CHARGE:

Each and every lot shown on the recorded Plat is hereby subjected to an annual maintenance charge, for the purpose of creating a fund to be known as "Maintenance Fund", to be paid by the owner or owners of each tract, which said charge shall be payable annually in advance, to Edward Lee Roy Schmalz, Sr. on January 1, of each year. The annual maintenance charge shall be \$24.00 per tract, or \$2.00 per month. If two or more lots are owned by the same party, then all lots over one shall be \$18.00 per year. The maintenance charge shall not apply to Edward Lee Roy Schmalz, Sr.

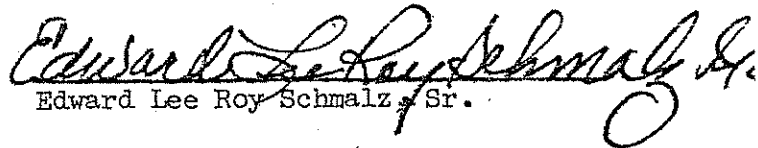
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The "Maintenance Fund" shall be used toward the payment of expenses incurred for any of the following purposes: Constructing and maintaining recreational facilities; improving and maintaining the streets, easements, or other public areas; collection and disposing of garbage, ashes, rubbish and trash; payment of legal or other expenses incurred in connection with enforcement of these restrictions and enforcement of collection of the maintenance charge; providing fire protection, employing watchman, caring for vacant tracts, and doing any other thing necessary or desirable in order to maintain the subdivision in a neat, orderly and quality manner. To secure the payment of such maintenance charge, a vendor's lien is retained against the tracts out of the subdivision, the premises and improvements, thereon in deed from the undersigned, his successors and assigns, and it shall be the same as if a vendor's lien was retained herein in favor of the undersigned, without recourse on the undersigned in any amount for the payment of such charge and indebtedness. Said vendor's lien shall, however, be a subordinate lien and an inferior lien to any Deed of Trust lien or Mechanic's Lien placed against said property by the owner of the property. Edward Lee Roy Schmalz, Sr., as owner shall be the sole judge of the use of the "Maintenance Fund" for a period of five years from the date hereof, unless a majority of the owners of the square footage in said subdivision notify the said Edward Lee Roy Schmalz, Sr., in writing, that they have elected a committee to administer said fund, after which the said Edward Lee Roy Schmalz, Sr. will no longer be responsible for the administration of said fund. Edward Lee Roy Schmalz, Sr., as long as he administers said fund, shall make available on January 31st. of each year a statement showing collections and expenditures of said fund.

EXECUTED THIS 30 day of December, 1976.

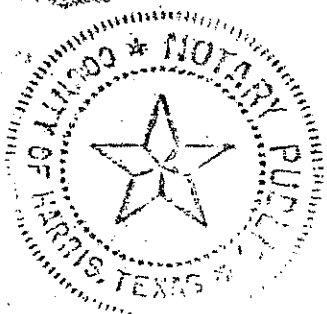
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Edward Lee Roy Schmalz, Sr.

THE STATE OF TEXAS ()
HARRIS
COUNTY OF ~~BURLESON~~ ()

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD LEE ROY SCHMALZ, SR., known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of
December _____, A.D., 1976.



Dolores Jane Gutkanski
Notary Public in and for ~~Burleson~~
County, Texas Harris

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THE STATE OF TEXAS
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 22 DAY OF July, 1977, AT 4:00 O'CLOCK P. M., AND DULY RECORDED ON 22 DAY OF July, 1977, AT 4:30 O'CLOCK P. M., IN THE Deed RECORD OF SAID COUNTY, IN VOL. 240, PAGE 588-593

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

BY Lynelle Kornegay DEPUTY

JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS

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