

238/73

No. 1261

CREEKSIDE, INC

RESTRICTIVE COVENANTS

THE STATE OF TEXAS §
COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS:

That CREEKSIDE INC., a Corporation, hereinafter styled Owner, of Harris County, Texas, where its principal place of business is located at 202 Main Street, Houston, Texas, with its mailing address being P. O. Box 28, in Houston, Texas - 77001, as sole Owner of 89.92 acre tract of land situated in the A. M. DE LA JARZA SURVEY, Abstract No. 44, in Polk County, Texas, has subdivided same into residential subdivision known as CREEKSIDE, as is described by metes and bounds on Map and Plat thereof under dedication dated March 14, 1969, and filed for record in the office of the County Clerk of Polk County, Texas, under file no. _____ for recordation in the Deed Records of said County, and in conjunction therewith does hereby establish, adopt and promulgate the conditions, covenants, warranties and restrictions as to the ownership, use, construction thereon and occupancy thereof, which shall be applicable to the run with the land, thereby binding Owner herein, its successors and assigns, and all purchasers of lots situated within said subdivision, additions supplemental thereto, all as hereinafter set out.

PREAMBLE

It is the intention of Owner herein that CREEKSIDE, under the above described development shall be maintained as residential subdivision as reflected by the aforesaid Map and Plat, save and except Reserve Areas "A" and "B" (which is reserved to Owner, its successors or assigns, in fee simple, as set out in dedication filed herewith) and park areas (two in number), including streets and park facilities as dedicated within said dedication filed herewith, all as hereinafter provided. These conditions, covenants, warranties and restrictions have been promulgated with a view toward allowing a maximum of activity insofar as recreational uses and related matters are concerned, while assuring the purchaser of lots therein safeguards of appearance, sanitation and maximum protection of other rights while

imposing the assumption of responsibilities in ownership, construction, use and occupancy, and rights and liabilities incidental thereto as hereinafter set out. The restrictions, conditions, covenants and warranties as hereinafter set out shall and do apply to all areas in said subdivision as reflected by said Map and Plat, other than as here mentioned, and as reserved in the dedication filed herewith.

I.

RESIDENTIAL AREA RESTRICTIONS, CONDITIONS AND COVENANTS:

1. No lot shall be used except for single-family residential purposes.
2. No building shall be erected, placed or altered on any residential lot until the construction plans and specifications and plan showing the location of the structure have been approved by the CREEKSIDE RESTRICTIONS COMMITTEE (as hereinafter established) as to compliance with these restrictions on quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any residential lot unless similarly approved. Approval shall be as provided in Part IV hereof.
3. The floor area of all residences, exclusive of open porches and garages, shall be not less than 600 square feet. The design, materials and workmanship in all buildings shall be in conformity with standards in common use by architects and builders of quality homes.
4. No building shall be located on any residential lot nearer than 20 feet to the front lot line. No building shall be located nearer than five (5) feet to an interior or cornerside lot line.
5. Any residence, once commenced, must be "dried in" within six months. By the term "dried in" means that the outside must have the appearance of being a completed house, with all necessary windows, doors, roof, paint and trim. If not "dried in" within six months after such

residence is commenced, the owner of same hereby gives the CREEKSIDE RESTRICTIONS COMMITTEE (as hereinafter established) 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 owner or occupant of any such lot agrees by the purchase or occupation thereof, that said CREEKSIDE RESTRICTIONS COMMITTEE, shall not be liable in trespass or otherwise, in entering upon and disassembling any such structure.

6. Lots are purchased subject to easements established or to be established by grant or agreement between Owners and the utility companies furnishing the electric, gas, phone, sewage and water utilities, and in addition hereto, waterfront lots are purchased subject to a "wave action easement" and "flowage easement" as established by the Trinity River Authority as heretofore granted by grant in writing by predecessor in title to the area here defined.

7. 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.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, bar or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats may be kept, provided they are not kept, bred, or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lot.

10. Whenever a residence is established on any lot, it shall be provided with an inside toilet, and shall be connected immediately with a septic tank, at the expense of the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of the Health Officer of Polk County, Texas, and specifications promulgated and then in effect under the enforcement of Trinity

River Authority, or political subdivision of the State of Texas.

11. Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water and shall be not less than 15 inches diameter culbert.

12. The owner and/or occupants of lot or lots in this subdivision, who have built a dwelling on their said lot, shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential construction requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of owner or occupancy of any lot in this subdivision in observing the above requirements, or any of them, CREEKSIDE RESTRICTIONS COMMITTEE (as hereinafter established) may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner 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.

13. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any residential lot without the consent in writing of the CREEKSIDE RESTRICTIONS COMMITTEE. Developers or members of the Committee shall have the right to remove any such sign, advertisement, or billboard or structure, which is placed on any residential 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.

14. No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the twenty (20) feet building set-back lines. The parking of automotive vehicles on road shoulders for a period longer than twenty-four (24) hours is prohibited.

15. Reserve Areas "A" and "B" as reserved by Owner to itself, its successors or assigns, are expressly excluded herefrom unless and until the same, or either area, is subdivided in lots and blocks, or lots or blocks, and subdivided for residential use, in which event, upon supplement dedication thereof and therefor, then, in that event, this writing should control the ownership, use, construction thereon and occupancy thereof to the same extent as if such area or areas so dedicated were dedicated within residential area reflected in the Map and Plat and dedicated therewith.

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

17. No residential lot in CREEKSIDE SUBDIVISION as platted shall be resubdivided in any manner, except as follows:

Any person or persons owning two or more adjoining lots in said subdivision may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites than the number of platted lots involved in such subdivision or consolidation.

II.

1. Reserved Areas A and B shall be used by the owner of lots in CREEKSIDE. This reserve area shall be used as a community and recreational area for the benefit of all of such lot owners, and for the benefit of the subdivision -- including (but not by way of limitation) community and civic enterprises, swimming, boating, outdoor sports, and other recreational activities.

2. Buildings or structures approved by the Committee shall be permitted for the purposes set out in Paragraph 1 above on Reserved Areas "A" and "B", and any other purpose deemed by CREEKSIDE RESTRICTIONS COMMITTEE to be for the common good and benefit of all lot owners in the subdivision and any future sections subsequently developed.

3. Only the owner and/or occupants of lots in CREEKSIDE, together with their guests when accompanied by the owner or occupant, shall be permitted to have the use of Reserved Areas "A" and "B" and the general public is specifically excluded therefrom, and the maintenance and use thereof shall be under the exclusive control and supervision of the RESTRICTIONS COMMITTEE.

III.

1. There is hereby created the CREEKSIDE RESTRICTIONS COMMITTEE, which shall be composed initially of J. F. BERLY, JR., JOSEPH C. WHELMER and IRLAND B. CAMP, all residents of Houston, Texas. Vacancy in the Committee at any time shall be filled by vote of the remaining members.

2. CREEKSIDE RESTRICTIONS COMMITTEE shall be the representatives of all the property owners in CREEKSIDE SUBDIVISION, in assisting in preservation of property values; and the Committee shall have the powers and functions (but not by way of limitation) herein listed, but shall not have the sole obligations with respect to enforcement of restrictions; --such powers being:

(a) Collect and expend, in the interest of CREEKSIDE, the maintenance Fund 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 addition by these restrictions.

(d) Police and enforce avoidance of littering of streets, right-of-ways and channels in avoiding litter and contamination and make assessments against lot owners in clearing same therefrom.

(e) Approve or reject plans and specifications for improvements to be erected in CREEKSIDE. In the event the Committee fails to approve or disapprove within thirty (30) days after submission to it of plans and specifications, the owner shall send notifications to CREEKSIDE RESTRICTIONS COMMITTEE by registered mail in care of J. F. BERLY, JR., Box 565, Point Blank, Texas - 77364, notice that his or her plans and specifications have not been approved in such thirty day period. If another ten days elapses without notification to the owner by the Committee of approval or disapproval, approval will not be required, and the related covenant shall be deemed to have been satisfied.

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

"The property herein conveyed is hereby subjected to an annual maintenance charge at the rate of \$20.00 for each lot per year, for the purpose of creating a fund to be known as 'CREEKSIDE MAINTENANCE FUND' to be paid by the owner of this lot in conjunction with a like charge to be paid by the owner of other lots in CREEKSIDE, the same to be secured by a Vendor's Lien upon said lots, and payable annually on the first day of September of each year in advance, beginning September 1, 1962, to CREEKSIDE RESTRICTIONS COMMITTEE, at its office in Houston, Texas, and said charge and lien are hereby assigned to such committee."

"Such annual charge may be adjusted from year to year by said Committee as the needs of the property may, in its judgment, require, but in no event shall such charge be raised above \$20.00 per year, unless, raised by a majority vote of the lot owners."

"Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses or construction costs incurred for any or all of the following purposes: lighting, improving, and maintaining the streets, sidewalks, paths, parks, parkways, esplanades, or swimming pool; area between curb and sidewalk; collecting and disposing of garbage, ashes, rubbish and the like;

employing policemen and watchmen, providing fire protection; caring for vacant lots; and the construction of club house facilities, ramps, boat landings, boat basins, and other similar recreational facilities on Reserve Area "A" and "B"; and doing any other thing necessary or desirable in the opinion of said Committee 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 committee in the expenditure of said fund shall be final so long as such judgment is exercised in good faith."

When, as, and if other sections of CREEKSIDE are developed and a maintenance charge collected from the lots therein, the same as the foregoing, then the Maintenance Fund composed of charges collected from the several owners of the several sections shall be expended for the purposes above enumerated in all of the sections of CREEKSIDE paying such maintenance charge to such Committee. Such maintenance charge shall in any event extend for a period of twenty-five years, and shall be extended automatically for successive periods of ten (10) years unless the then owner of the majority of the lots in said addition paying such charge vote to discontinue such charge, such action to be evidenced by written instrument signed and acknowledged by the owners of the majority of the square foot area and recorded in the Deed Records of Polk County, Texas.

Purchaser agrees and consents to, and joins in, such maintenance charge by acceptance of his contract, with the understanding that developers have no obligations to install lighting, parkways, esplanades, or swimming pool, or to furnish maintenance or to do any other thing described herein other than from maintenance funds.

IV.

1. Irrespective of any other provision as herein contained by expressed or implied statement, the streets, or lots within said subdivision shall be wholly and solely for the use of owners in residential sections, or house guests of said owners of residential property therein, or J. F. BERLY, JR., JOSEPH C. WHEELER or LELAND B. CAMP, their

heirs or assigns, agents, servants, or employees, being excepted as to all parties, and the Restrictions Committee shall be entitled to use all necessary and reasonable means in avoiding the use of said property, residential, or park area by the public at large, and thereby restrict the use thereof and in the furtherance thereof such use shall remain subject to supervision of the Restrictions Committee herein.

2. 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-five (25) years from the date these covenants are recorded with the County Clerk of Polk 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 lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them.

3. 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 proposed violation, or to recover damages. Such enforcement may be by the owner of any lot in said subdivision.

4. Invalidation of any one or more of these covenants, by Judgment, or Court order or otherwise, shall in no way effect any other covenants, restrictions, or conditions, but all such other covenants, restrictions or conditions shall continue and remain in full force and effect.

V.

In formulating conditions, covenants, restrictions, and warranties as hereinabove set out, it is the intention of Owner herein that this instrument, taken with the original conditions, covenants, restrictions and warranties, where not in conflict herewith, and the maps and plats heretofore referred to, and the approval hereof by the Commissioner's Court of Polk County, Texas, as reflected by certified

copy thereof in writing appearing of record in Volume _____, Page _____, of the Deed Records of Polk County, Texas, shall be the

complete dedication for the use of the Owners within said dedicated subdivision, and any additions or extensions thereof, and shall bind

all said parties, their heirs or assigns, for the time and in the manner as hereinabove provided.

WITNESS THE EXECUTION HEREON on this _____ day of _____, 1969.

ORGANIZATION INC.

BY *[Signature]*
JOSEPH C. WHITTAKER, President

IRLAND B. CAMP, Secretary

WITNESS:

[Signature]

THE STATE OF TEXAS §
COUNTY OF POLK §

CONTINENTAL BANK, a Corporation, of Houston, Texas, as holder of first and prior liens on the hereinafter described tract or parcel of land being dedicated as a rural subdivision in and to Polk County, Texas, known as CREEKSIDE, by CREEKSIDE, INC., a Corporation, hereby joins CREEKSIDE, INC., in the foregoing Restrictive Covenants imposed upon said hereinafter described tract or parcel of land being dedicated as a rural subdivision under dedication filed together with said Restrictive Covenants, and with Map and Plat thereof, and hereby subordinates its liens to the Restrictive Covenants imposed on said tract or parcel of land, without otherwise impairing its lien held against the same, which is described by metes and bounds as follows:

BEING all that tract of land located in the A. M. DE LA JARZA LEAGUE, Polk County, Texas, and is described more fully by metes and bounds as follows:

BEGINNING at conc. mon. for S. E. corner of this tract & S. W. corner of W. C. May 80 acre tract, said point located South 4100 feet and West 4500 feet of N. E. 1g. corn:

THENCE N. 03° 36' W. 1150.20 feet 5/8" iron rod for corner;

THENCE N. 50° 30' W. 22.67 feet 5/8" iron rod for corner;

THENCE N. 22° 28' W. 210.73 feet 5/8" iron rod for corner;

THENCE N. 36° 26' E 20.59 feet 5/8" iron rod for corner;

THENCE S. 86° 21' W. 2551.20 feet conc. mon. for corner;

THENCE S. 02° 42' E. 2023.00 feet conc. mon. for corner;

THENCE N. 87° 03' E. 347.70 feet conc. mon. for corner;

THENCE N. 02° 31' W 586.20 feet conc. mon. for corner;

THENCE N. 86° 05' E. 2252.50 feet to PLACE OF BEGINNING, containing 89.92 acres.

BEING the same tract or parcel of land as described in Deed of Trust from Creekside, Inc. to W. H. Raymond, Jr., Trustee, for the use and benefit of Continental Bank appearing of record in Volume 47, Page 75 of the Trust Deed Records of Polk County, Texas.

WITNESS THE EXECUTION HEREOF on this the 18th day of March, 1969.

CONTINENTAL BANK

BY: James H. Allen
Vice-President

ATTEST:

Raymond L. ...
Cashier

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JOSEPH C. WHEELER, President of CREEKSIDE INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said Corporation and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of March, A. D. 1969.

Ronald P. [Signature]
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS
My Commission Expires June 1, 1969.
[Notary Seal]

CORPORATION ACKNOWLEDGMENT FOR BANK

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, authority, on this day personally appeared James H. Albert, Vice-President of CONTINENTAL BANK, a banking corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said Corporation and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of March, A. D. 1969.

Margaret C. [Signature]
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS
My Commission Expires June 1, 1969.



THE STATE OF TEXAS
COUNTY OF POLK

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 14 day of April 1969 at 11 o'clock A. M., and was this day duly recorded at 10:35 o'clock A. M., in Vol 238 Pages 73 et seq., DEED RECORDS of said County. Witness my hand and official seal at office in Livingston this 15 day of April 1969.

K. W. KENNEDY
Clerk County Court, Polk County, Texas
By [Signature] Deputy

