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THE STATE OF TEXAS |

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WALKER |

The following regulations and restrictions for EMERALD WOOD RANCHETTES Subdivision are set up for the purpose of providing for the mutual protections, enjoyment and pleasure of all lot owners and to enhance the future value of all land in the Subdivision.

Owners of 121.2434 acres in the C. A. Sleight and the T. C. Stephens Survey, Walker County, Texas, have subdivided same into a private residential Subdivision known as EMERALD WOOD RANCHETTES, and in conjunction therewith do hereby establish, adopt and promulgate the conditions, covenants, warranties and restrictions as to the ownership and use thereof, which shall be applicable to and run with the land, thereby binding owners therein, their heirs or assigns, and all purchasers of the lots situated within said Subdivision, all as is heretofore set out.

PREAMBLE

This Subdivision known as EMERALD WOOD RANCHETTES shall be maintained as a private residential Subdivision other than the parts and portions thereof as reflected by the Map and Plat of record, in which the owners of various lots may be protected in the enjoyment of their property and the use of the other developments thereon. The covenants have been promulgated with a view toward allowing a maximum of activity insofar as recreational uses and related matters are concerned, while assuring the purchasers of lots therein safeguards of appearance, sanitation and maximum protection of the other rights and the assumption of responsibilities as hereinafter set out.

I.

RESIDENTIAL AREA COVENANTS

1. No lot shall be used except for single family residence purposes.*
 2. No building shall be erected, placed or altered on any residential lot until the construction plans and specifications and a plan showing the location of the structure upon the particular lot have been approved by the Restrictions Committee, (as hereinabove established) as to compliance with these restrictions on quality of workmanship and materials harmony or external design with existing structures. No fence or wall shall be erected, placed or altered on any residential lot, unless similarly approved.
 3. The floor area of any residence, exclusive of open porches and garages, shall not be less than 600 square feet.
 4. No building shall be located on any residential lot nearer than 25 feet to the front line. No building shall be located nearer than 5 feet to an interior or corner side lot line. Corner residential lots shall be deemed to front on the the street side having the least frontage.
 5. Lots are purchased subject to the easements established or to be established by grant or agreement between the owners or developers of this Subdivision and the utilities furnishing the electricity, telephone and water.
 6. The drilling of individual water wells on lots in the Subdivision is not permitted since a central water system has been installed for the convenience of all residences. The cost of bringing the water into the lot from the water main must be borne by the lot owner. Each home owner shall be obligated to pay in cash, within ten day of the commencement of construction of a residence, a water tap fee of \$25.00. Payment of the water tap fee when due shall be covenant running with the land and enforceable in the same manner as all other covenants described either in the deed or related restrictions. Water service will be furnished
- *. Saving except Lots 1, 2, 3, 4 in Block 6 and Lots 1, 2, 3, Block 5.

for a basic monthly charge as determined by the EMERALD WOOD RANCHETTES WATER AND SERVICE COMPANY and the developers. Invoices will be rendered monthly for this charge, remittances to be made payable to EMERALD WOOD RANCHETTES within 10 days from billing date. The EMERALD WOOD RANCHETTES WATER AND SERVICE COMPANY reserves the right to install water meters if it finds it necessary, for the proper registering of water used at equitable prevailing rates.

7. When construction of a residence is begun it must be completely enclosed within 6 months of beginning of construction or a penalty of \$25.00 per day shall be assessed against said lot owner until construction is enclosed or is to the satisfaction of the EMERALD WOOD RANCHETTES RESTRICTIONS COMMITTEE as having complied with this restriction.
8. 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 nuisance to the neighborhood.
9. No structure or temporary character, trailer, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporary or permanent.
10. No smelly animals (pigs, goats, sheep, etc.) of any kind shall be raised, bred or kept on any lot, except that dogs and cats may be kept, provided that they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lot.
11. 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. The drainage of septic tanks into a road, street, alley or other public ditch, or into either of the lakes in this Subdivision, either directly or indirectly, is strictly prohibited, and the construction of septic tanks must conform to regulations promulgated by the Department of Public Health, State of Texas.
12. Drainage structures under private driveways shall have a drainage opening of sufficient size to permit the free flow of water without back-water, and shall be a minimum ten inch diameter pipe culvert. Culverts must be used for driveways and/or walks.
13. Natural drainage in this subdivision will not be diverted, retained, or blocked by any person or persons.
14. No advertisements, billboard or advertising structure of any kind may be erected or maintained on any residential lot without the consent in writing of the 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 the owner's consent and in so doing shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith or arising from such removal.
15. Business and or commercial activities are specifically disallowed. No person, firm or corporation will be allowed to carry on any business activities on these lots.
16. There shall not be allowed upon the lake, any motor boats propelled by gasoline or any other fuel. Any manual-type propelled boat, such as a skiff, flat boat, dug-out, etc., will be permitted or a boat equipped with an electric motor run from a storage battery.
17. When boats are not in use on the lake, they may be kept near the shore line of each respective lot owner or occupant; the owners of boats who do not own a lot on the lake, may temporarily store the boat at the areas on each lake designated for this purpose.

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18. All residences and other buildings must be kept in good repairs to preserve the attractiveness thereof.
19. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.
20. The areas designated as "Recreational--Park" areas must be kept clean at all times by users; garbage, trash, etc. must be placed in garbage disposals which will be maintained at each one of these areas.

II.

1. Only the owners and/or occupants of lots in the EMERALD WOOD RANCHETTES Subdivision, together with their guests when accompanied by the owner or occupant, shall be permitted to have use of the "Recreational Areas" as designated, and the general public is specifically excluded therefrom.

III.

There is hereby created the EMERALD WOOD RANCHETTES Restrictions Committee which shall be composed of Clayton T. Hughes, William P. Cartwright, and Sher Marie Gordon, all of Conroe, Texas. Vacancy in the Committee any time shall be filled by vote of the remaining members of the Committee.

EMERALD WOOD RANCHETTES Restrictions Committee shall be the representatives of all the property owners in the EMERALD WOOD RANCHETTES Subdivision; the Committee shall have the powers and functions (but not by way of limitation) herein listed, such powers being as follows:

1. Approve or reject all plans and specifications for home construction or any other improvement in accordance with standards formulated by this Committee for improvements to be erected in EMERALD WOOD RANCHETTES Subdivision. All approvals or rejections shall be considered as final and enforcement shall be accordingly.
2. Assist in the preservation of the property values in the aforesaid Subdivision.
3. Assist, in an advisory manner, in the construction of improvements through the selection of plans, specifications, building contractor, financing, etc.
4. Give particular attention to the proper construction of septic tanks for the furthering of good health conditions.

IV.

1. Irrespective of any other provisions as herein contained by expressed or implied statement, the streets or lots within said private Subdivision shall be wholly and solely for the use of the owners or house guests of said owners or residential property therein of the developers, their heirs or assigns, agents or employees, and the Restrictions Committee shall be entitled to use all necessary and reasonable means in avoiding the use of said property, residential, or park areas 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. The areas constituting the park areas and the recreational areas as reflected by the aforesaid plat, shall be for the sole and exclusive use of lot owners herein, Restrictions Committee and house guests of said designated parties, to the exclusion of the general public at large, and the maintenance and use thereof shall be under the exclusive control and supervision of the Restrictions Committee.

V.

1. 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 of these covenants are recorded with the County Clerk of Walker County, Huntsville, 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 lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them.
2. 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 EMERALD WOOD RANCHETTES Subdivision.
3. Invalidation of any one or more of these covenants, by judgment, or court order, or otherwise, shall in no way affect any other covenant, restrictions or condition, but all such other covenants, restrictions, or conditions shall continue and remain in full force and effect.

ATTEST WHEREOF, Witness our hand at Conroe, Texas, this the 1st day of April, A. D. 1966.

EMERALD WOOD RANCHETTES

Clayton T. Hughes
Clayton T. Hughes

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clayton T. Hughes known to me to be the person whose name is subscribed to the foregoing instrument 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 1st day of April, A. D. 1966.



Shirley Marie Gordon
NOTARY PUBLIC IN AND FOR
MONTGOMERY COUNTY, TEXAS
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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 31 DAY OF July, 1969 AT 1:20 O'CLOCK P M., RECORDED ON THE 4th DAY OF August, 1969 AT 10:30 O'CLOCK A M.

BY Eva Carroll DEPUTY

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