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RESERVATIONS AND RESTRICTIONS

THE STATE OF TEXAS

COUNTY OF WALKER

KNOW ALL MEN BY THESE PRESENTS:

MARKHAM REALTY, INC. (hereinafter call the "Declarant") is owner in fee simple of **SADDLE RIDGE**, a subdivision composed of 106.61 acres of land in the Theodore Bennett League, Abstract No. 68 and the Montgomery County School Land Survey, Abstract No. 353, Walker County, Texas, according to the Plat thereof recorded in Volume 3, Page 54 in the Plat Records of Walker County, Texas, and the said records thereof are incorporated herein by reference and made part thereof for all intents and purposes as if the same were copied verbatim herein.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivision, Declarants hereby declare that all the real property situated within the subdivision and each part thereof, shall be held, sold and conveyed only subject to the following reservations, easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in any lot or tract constituting a part of said subdivision or any portion thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

1. Each contract, deed, deed of trust, or other instrument which may be hereafter executed with respect to any property situated within the subdivision shall be deemed and held to have been executed, delivered and accepted subject to all the terms and provisions contained herein, regardless of whether or not any of such terms and provisions are set forth therein or referred to therein.

2. Utility easements are hereby established upon the thirteen (13) feet of each said lot adjoining the streets and roads subject to the reservations hereinafter set forth for Tract No. 1 thru 16. Tract No. 17, only, shall have a utility easement hereby established upon the eighteen (18) feet along and with the boundaries that adjoin streets and roads.

(a) The Utility easements shown 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 Declarants and the property owners in the subdivision 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 my find necessary or proper.

(b) The title conveyed to any property in the subdivision 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 by Declarant 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 Declarant.

(d) Neither the Declarants, nor their 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.

3. The provisions hereof, including the reservations, easements, covenants, conditions and restrictions herein set forth, shall run with the land and shall be binding upon the Declarant, their successors and assigns, and all persons or parties claiming under them for a period of twenty (20) years from the date hereof, at which time all such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of twenty (20) years or ten (10) years, the owners of seventy-five percent (75%) of the lots in the subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid twenty (20) year period or any successive ten (10) year period thereafter.

4. In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions, or restrictions herein contained, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting violation of any such provisions, including, but not limited to a proceeding to restrain or prevent such violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions, and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provision. Any person found to have violated or to have attempted to violate any of the provisions hereof in any proceeding at law in equity hereby agrees to pay to the opposite party reasonable attorneys fees for the services of the opposite party's attorney in the action for proceeding, such fees to be fixed by the Court. It shall be lawful for the Declarant or any person or persons owning property in the

subdivision to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.

5. Should any portion of this instrument for any reason be declared invalid, such decision shall not affect the validity of the remaining portion, which remaining portion shall remain in full force and effect as if this instrument had been executed with the invalid portion thereof eliminated.

6. No violation of the provisions herein contained, or any portion thereof, shall affect the liens created by any mortgage, deed of trust or other instrument presently of record or hereinafter placed of record or otherwise affect the rights of any person holding under the same; and the liens created by any of such instruments may, nevertheless, be enforced in accordance with its terms; provided, however, that the provisions hereof shall be binding on any owner whose title is acquired by Judicial or other foreclosure, by trustee's sale or by other means.

7. Each lot (unless subdivided under the provisions of Paragraph 11, in which event this provision shall apply to each re-subdivided lot thereof) in the subdivision shall be used as a residence for a single-family and for no other purpose (except as permitted by Paragraph 15 hereof) with the exception and exclusion of Tract No. 17, which may be used for a commercial purpose.

8. No building shall be erected, altered or permitted to remain on any lot within the subdivision other than one single-family dwelling, a private garage (or other covered car parking facility) and other outbuildings (i.e. barn, well house, shop and etc.).

9. The living area of each single-family residential dwelling (exclusive of open or screened porches, terraces, driveways, garages (or other car parking facilities and outbuildings) shall not be less than 1,400 square feet, if a one-story dwelling, and not less than 1,700 square feet, if a two story dwelling. Each dwelling must also include a garage or covered carport of a minimum of 400 square feet. The residential dwelling and garage must be constructed upon the site and no pre-fabricated or move-in structures will be allowed. The exterior materials of the residence permitted to be constructed or erected upon a lot within the subdivision may be of brick, masonry, vinyl, aluminum or wood siding. If wood siding is used as the exterior material, it must be painted completely and maintained in a good condition or of natural finish. All other structures shall be constructed of wood, sheet-iron, concrete blocks, or bricks, or a combination thereof. All plans and plot plans of residential construction must be submitted to and approved by Declarant, prior to the commencing of construction.

10. No building, of any type, shall be located nearer than fifty (50) feet from the lot boundaries adjoining the streets and/or roads. All residential buildings shall not be nearer than twenty (20) feet from the side lot boundaries. All other structures (i.e. barns, shops, storage buildings) must be located to the rear of the residence on each lot.

11. No lot in the subdivision shall be re-subdivided in any fashion or manner except by the Declarant or with the Declarant's approval in writing, which written approval shall be filed for record in the office of the County Clerk of Walker County, Texas.

12. All buildings constructed upon any lot within the subdivision must be "dried in" within six (6) months from the date construction commences and fully completed within eighteen (18) months from the date construction commences. As used herein, the term "dried in" means that the outside exterior of the building must have the appearance of a completed building.

13. No structure of temporary character or any trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot within the subdivision at any time as a residence; provided, however, any permitted structure of a permanent nature may contain living quarters for bonafide servants if the same does not violate any other terms and provisions contained in this instrument and is approved in writing by the Declarant.

14. No rubbish, trash, garbage, manure, debris or other waste material shall be kept or permitted on any lot within the subdivision except in sanitary containers located in appropriate areas concealed from public view. No inoperable automobiles and/or equipment shall be parked within the subdivision.

15. No business of any kind shall be conducted on or from any lot (with the exception and exclusion of Tract No. 17 within the subdivision) with the exception of the business of the Declarants, their heirs, successors, assigns, and agents in developing and selling lots situated within the subdivision to the general public or the operation of a professional office or trade out of the confines of the residence situated thereon, but this exception specifically excludes any retail or commercial sales on site, for Tract No. 1 thru Tract No. 16.

16. Livestock shall be permissible in so long as animals and their quarters are maintained in a clean, well-kept manner. No animals shall be maintained in commercial quantities. No swine, goats, sheep or fowl may be kept on the property, unless it is being maintained for a project sponsored by the Walker County 4-H Program or the New Waverly and/or Huntsville Independent School District Future Farmers of America program. No swine, goats, sheep or fowl may ever be kept upon the property in commercial quantities.

No animal may be maintained upon the property in a manner that would depreciate the value of the property or of the surrounding property.

17. All fences constructed on any lot located within the subdivision that is running parallel with any street and/or road must be of decorative type fence (i.e. pipe, pipe and cable, wood, fiberglass or plastic pipe). Any deviation from the above mentioned fence types must be approved by Declarant. No barbed wire, net wire, cyclone wire or slick wire fences may be constructed along road frontage. However, this type of fence construction is approved and acceptable for interior boundary and back lot boundary fences.

18. No septic tank, grease trap, field lines or any single home waste water disposal system shall be installed on any lot within the subdivision unless the builder or owner of the improvements for said lot having first made application to and received approval from the Walker County Health Department for said home waste water disposal system. All home waste water systems shall be of the alternative sewage disposal system methods (i.e. aerobic system) meeting current Texas Natural Resource Conservation Commission and Walker County, Texas regulations. No outside toilets shall be permitted upon any lot within the subdivision nor shall any device for disposal of sewage be permitted which will result in raw, untreated or unsanitary sewage being emitted upon any portion of the property situated within the subdivision or into any stream, creek or other body of water. However, manufactured portable toilets shall be allowed during construction phase of a home. Drainage of septic tanks to roads, streets, or any drainage area either directly or indirectly is strictly prohibited.

19. No sign of any kind shall be displayed to public view on any lot (with the exception and exclusion of Tract No. 17) within the subdivision, except customary name and address signs and lawn signs of not more than three square feet in size advertising a property for sale or rent. However Declarant may place signs advertising lots for sale within the subdivision in the sole discretion of Declarant.

20. Nothing shall be done or kept on any lot within the subdivision which would increase the rate of insurance relating thereto, and no owner shall permit anything to be done or kept on his lot or building site which would result in the cancellation of insurance on any residence, or which would be in violation of any law.

21. All lots in the subdivision shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots or building sites shall keep all weeds and grass thereon cut and shall in no event use any lot or building site within the subdivision for storage of material equipment except for normal residential requirements.

22. As used herein, the word "Declarants" shall mean Markham Realty, Inc., and its officers, successors, assigns, and agents.

23. As used herein, the word "lot" shall mean any tract or parcel of land as shown on the recorded subdivision plat referred to above with the exception of the streets or roads.

24. All of the provisions contained in this instrument shall be covenants running with the land thereby affected. The provisions of this instrument shall be binding upon and inure to the benefit of the owners of the land affected and the Declarants and their respective heirs, executors, administrators, successors and assigns.

EXECUTED this the 28th day of October, 1998.

MARKHAM REALTY, INC.

By: *G.K. Markham*
G.K. Markham
President

Attest: *Pamela D. Markham*
Pamela D. Markham
Secretary



THE STATE OF TEXAS

COUNTY OF WALKER

BEFORE ME *Tracy Taliaferro*, a Notary Public, on this day personally appeared **G. K. MARKHAM**, President of **MARKHAM REALTY, INC.**, 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 and in the capacity therein stated as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of October, A.D., 1998.

Tracy Taliaferro
NOTARY PUBLIC in and for
The State of Texas



FILED FOR RECORD
COUNTY CLERK
WALKER COUNTY

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JAMES D. PATTON
DEPUTY *J. Patton*

THE STATE OF TEXAS
COUNTY OF WALKER
I, James D. Patton, County Clerk in and for Walker County, Texas do hereby certify that this instrument was filed for record in the volume and page of the named record and at the time and date as stamped hereon by me.



JAMES D. PATTON, CLERK
WALKER COUNTY, TEXAS

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