

LAND RECORDS VOL 1106 PAGE 157

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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONSHILLS OF CROW LAKE SUBDIVISION

THE STATE OF TEXAS §

COUNTY OF ANDERSON §

KNOW ALL MEN BY THESE PRESENTS, That this declaration is made on the date hereinafter set forth by Ford Cartwright, Inc., a Texas corporation (hereinafter referred to as "Declarant");

## WITNESSETH:

THAT WHEREAS, Declarant is the owner of the following described real property located and situated in Anderson County, Texas, to-wit:

Being all that certain 321.578 acre lot, tract or parcel of land, being a part of the Wm. Elliott Survey, A-19, Anderson County, Texas, also being a part of that certain called Tract 9 (610.785 acres) conveyed to Ford Cartwright, Inc. by Cartwright Properties, Inc., January 27, 1983, recorded in Volume 980, Page 702 of the Deed Records of Anderson County, Texas, and being more completely described by metes and bounds description in field notes prepared by F. D. McBride, Registered Public Surveyor number 1548, during the month of December, 1985, which said field notes are attached hereto and made a part hereof as Exhibit "A" for all pertinent purposes; and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against a portion of such property in order to establish a uniform plan for the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said property;

NOW THEREFORE, Declarant hereby adopts, establishes and imposes upon the property described in the attached Exhibits "A" and "B" declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land for a period of fifteen (15) years from the date hereof, and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof and all future purchasers of lots in the Subdivision do hereby covenant and agree that all conveyances made out of the Subdivision shall contain express provisions that should these restrictions be violated by Grantees, or by persons claiming under them, that the title so conveyed shall immediately revert to and re-vest into Declarant.

## ARTICLE I

## Definitions:

Section 1. "Properties" shall mean and refer to the property described on Exhibit "A" save and except the property described on Exhibit "B", attached hereto as well as to any and all lots shown on a plat or map of the subject premises, as well as any amendments

thereto, which may be filed for record in the office of the County Clerk of Anderson County, Texas, as well as any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

Section 2. "Lot" and/or "Lots" shall mean and refer to the individual lots shown upon the unrecorded subdivision plat of the property prepared by Declarant.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Properties, including purchasers of Lots under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Building Owner" shall mean any person who acquires a Lot or Lots for the purpose of engaging in the business of constructing thereon single family residential dwellings for the purpose of resale.

## ARTICLE II.

### RESTRICTIONS, EXCEPTIONS AND DEDICATIONS

Section 1. Declarant may, by separate instrument, dedicate for use as such, subject to the limitations set forth in such instrument, streets and easements within the Properties, and further establish certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown in such instrument or instruments are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed, or to be executed, by or on behalf of Declarant, conveying said property or any part thereof, whether specially referred to therein or not.

Section 2. Declarant may, by separate instrument declare and/or dedicate the necessary easements and rights-of-way for the purpose of constructing, maintaining and repairing a system or systems of electric power, telegraph and telephone line or lines, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements and/or utilities.

Section 4. Declarant reserves the right, during the installation or paving of the streets within the Properties, to enter onto any Lot or Lots for the purpose of disposing of street excavation, including the removal of any trees, if necessary, whether or not the Lot or Lots have been conveyed to, and/or contracted for to any other Owner or Owners.

Section 5. Neither Declarant nor any utility company using the easements referred to herein, shall be liable for any damages done by them or their assigns, their agents, employees or servants, or their subcontractors, to fences, shrubbery, gardens, trees or flowers or any other property of the Owner situated on the land covered by said easements.

Section 6. It is expressly understood that the title conveyed by Declarant to any Lot or parcel of land within the subject Properties by contract for deed, deed or other conveyance shall be subject to any easement affecting the same for roadways, or

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drainage, water, gas, sewer, storm sewer, electric power, telegraph or telephone purposes and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any premises affected hereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency, or to any public service corporation or to any other party, and such right is hereby expressly reserved by Declarant.

Section 7. There is hereby dedicated a 10 foot wide easement to be used for utility line purposes on and along each and every boundary line of all Lots in said subdivision, upon which may be erected or placed electric transmission lines, telephone or telegraph lines, gas pipelines, and/or water and sewer lines.

## ARTICLE III.

## USE RESTRICTIONS

Section 1. Land Use and Building Type.

A. Residences. No residential structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family residential structure of new construction without Declarant's prior written consent. No mobile home or manufactured housing may be permanently placed upon any Lot. A mobile home may, however, be temporarily placed upon a Lot during the construction of the permanent residential structure, said mobile home or manufactured housing to remain upon said Lot for a maximum period of one hundred eighty (180) days unless prior written consent has been obtained from the Architectural Control Committee.

B. Residential Nature of Improvements. No Lot may be used for duplex houses, garage apartments or apartment houses of any kind; and no Lot shall be used for business or professional purposes of any kind except efforts relating to the sale of such Lots or the improvements thereof, nor for any commercial or manufacturing purposes, except that a single family residential unit may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No garage or out-building on any Lot may be used as a residence or living quarters and no such structures shall be occupied by anyone prior to completion of the residence.

Section 2. Dwelling Size and Type. The total living area of the main residential structure of any Lot, exclusive of open and/or screened porches, terraces, drives, carports or garages shall not be less than 1750 square feet (heated) for any residential structure, unless prior written consent has been obtained from the Architectural Control Committee.

Section 3. Building Location. No building shall be located on any Lot nearer to the front, side or rear lot line than the minimum building setback lines shown on the plat of the Properties, which are as follows:

(a) No building shall be located nearer than thirty (30) feet to the rear or side lot line of each Lot within the Properties.

(b) No building shall be located nearer than fifty (50) feet to the front lot line of each Lot within the Properties.

Section 4. Resubdivision or Consolidation of Lots. No Lot shall be resubdivided in any fashion without the prior written

approval of the Architectural Control Committee, except that any Owner of two or more adjoining Lots may consolidate such Lots into a single building site, in which event the setback lines set forth above shall be applied to such resultant building site as if it were one original platted lot, and all references to side building lines shall refer to the lot lines across which are other Owners.

Section 5. Annoyance or Nuisance. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereupon which may become an annoyance to the neighborhood.

Section 6. Temporary Structure. No structure of a temporary character, whether trailer, basement, garage, tent, out-building, shack or other temporary structure shall be maintained or used on any Lot on a permanent basis. Camping, whether in a trailer or tent, is allowed on Lots, provided, however, that the trailer or tent remains upon the Lot for no longer than a two-week period. Declarant reserves the right to erect any such temporary structures upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements on the Properties. Such facilities may include, but shall not be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities. Barns, fences or other permitted accessory structures may be erected, placed or maintained on any Lot before construction of the main residential dwelling, provided that the prior written consent of the Architectural Committee has been obtained by the Owner of the Lot. Any structure on which construction has commenced shall be completed within a reasonable amount of time. No boat, boat trailer, travel trailer, inoperative automobiles, motor homes, camper or vehicles of any kind shall be stored or allowed to remain in public streets, roads or rights-of-way for more than forty-eight (48) hours.

Section 7. Signs and Billboards. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot without the express prior written consent of the Architectural Control Committee, except that a Building Owner may place upon each Lot owned by such Building Owner during the construction and sales period of improvements on each such Lot not more than one sign of not more than five square feet of sign space. Declarant, its agents, servants and employees, shall have the right to remove any sign not complying with the above restriction, and in doing so, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The right is reserved by Declarant to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property.

Section 8. Storage and Disposal of Garbage and Refuse. No owner or occupant of a Lot shall allow trash, garbage, refuse, or other waste materials to accumulate on or about his Lot or on any street or road adjacent to or abutting his Lot. Trash, garbage, refuse or other waste materials shall not be kept on a Lot except in sanitary containers with covers or lids, which lock, and which containers shall be kept in a clean and sanitary condition at all times. Every Owner or occupant of a Lot shall provide for the periodic removal from his Lot of all trash, garbage, refuse and other waste materials, such period not to exceed two (2) weeks.

No Lot shall be used for the open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as construction progresses without undue delay, until the completion of the improvements after which time such materials shall be removed from the Lot.

Section 9. Lot Maintenance. The Owner or occupant of each Lot covenants and agrees to maintain his Lot in a sanitary, healthful and attractive manner. In the event of default on the part of the Owner or occupant of any Lot in observing the requirements of this Section or of Section 11 of this Article, or any of them, such default continuing after ten (10) days written notice thereof, the Architectural Control Committee, its agents or employees, may, without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot and cause to be cut weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive and healthful and sanitary condition and may charge the Owner or occupant, as the case may be, for the cost of such work. The Owner or occupant, as the case may be, agrees, by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof. If the Owner or occupant fails to pay such statement within thirty (30) days from the date of mailing thereof, a lien shall arise and be created in favor of the Architectural Control Committee and against such Lot for the full amount of such maintenance expense.

Section 10. Materials. Garages, barns and any other out-buildings, along with the main residence located on any Lot, must be constructed of new materials, to be approved by the Architectural Control Committee, and must be kept painted and in good repair.

Section 11. Walls and Fences. Any fencing to be located on said lot shall be set back at least ten (10) feet from the property line parallel to the subdivision road and shall be subject to the approval in writing from the Architectural Control Committee, provided, however, that disapproval of such fence must be given in writing by the Committee within fifteen (15) days after receipt of a request for fencing approval, or approval shall be implied.

Section 12. Septic Tanks. The Owner of each Lot shall be responsible for the construction and maintenance of any septic tank which may be placed upon the Lot(s) of such Owner. In this regard, each Owner shall be responsible for securing any necessary governmental permits or approvals in connection with the installation of such improvements.

Section 13. Culverts. Prior to the commencement of construction of any structure of any Lot, the Owner of such Lot shall construct or cause to be constructed a culvert to such Lot from the edge of the street running in front of and adjacent to such Lot.

Section 14. Trucks, Trailers and Busses. No truck, bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street or other easement.

Section 15. Animals. Animals, livestock or poultry, except for hogs, goats, pigs or other offensive animals, may be raised, bred or kept on any lot in reasonable numbers, except that they shall not be kept, maintained or bred for commercial purposes.

#### ARTICLE IV.

##### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and plot plans showing the location of the

structure have been approved in writing as to harmony of exterior design and color with existing structures; as to quality of workmanship and materials; as to location with respect to topography and finished ground level; and as to compliance with minimum construction standards by the HILLS OF CROW LAKE SUBDIVISION Architectural Control Committee. A copy of the construction plans and specifications and a plot plan together with such information as may be deemed pertinent shall be submitted to the Architectural Control Committee prior to the commencement of construction. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within fifteen (15) days after the same are submitted to it, approval will not be required and the requirements of this section will be deemed to have been fully satisfied. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building set-back lines.

Section 2. Committee Membership. The Architectural Control Committee shall be initially composed of Stephen W. Sussdorf, Curtis W. Fitzgerald and Ford S. Cartwright. All information to be submitted to the Architectural Control Committee shall be delivered to them in care of Stephen W. Sussdorf at 509 North Church Street, Palestine, Texas 75801. Approval in writing from any two Committee members shall constitute approval of the entire Architectural Control Committee.

Section 3. Replacement. In the event of the death or resignation of any member(s) of the Architectural Control Committee, the remaining member(s) shall appoint a successor member(s) and until such successor member(s) shall have been so appointed, the remaining member(s) shall have full authority to approve or disapprove plans, specifications and plot plans for residential structures, outbuilding, fences, or any other matters called for under the terms of this Declaration. On or before January 1, 1989, all rights, powers, privileges, duties and authorities of the Architectural Control Committee shall be exercised by and vested in a committee of three members, each an owner of at least one Lot in the Properties, which committee shall be elected by the Owners of a majority of the Lots in the Properties. A new three member Architectural Control Committee shall be elected during the month of January of every third year from and after January 1, 1989, at an election duly called by the then members of the Architectural Control Committee, who shall give all Lot Owners two weeks prior written notice of such election, at the last known address of each such Lot Owner.

#### ARTICLE V.

##### GENERAL PROVISIONS

Section 1. Subordination of Lien to Mortgage. The lien for lot maintenance provided hereunder shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing or improving such Lot. Sale or transfer of any Lot shall not effect the said lien; provided, however, the sale or transfer of any Lot pursuant to a foreclosure under such purchase money or improvement mortgages shall extinguish the lien as to payments thereof coming due prior to such sale or transfer.

Section 2. Term. These covenants shall run with the land and be binding upon all parties and all persons claiming under them until January 1, 2001 A.D. These covenants, notwithstanding the aforesaid may be renewed and extended by a vote of seventy-five (75%) per cent of the then property owners of the subdivision.

Section 3. Enforcement. Upon any violation or attempt to violate any of the covenants, conditions or restrictions set forth

in this Declaration, it shall be lawful for any other Lot Owner to institute legal proceedings, at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction, either to prevent him from doing so or to recover damages or other dues for such violations. The Declarant reserves the right to enforce these restriction.

Section 4. Deed Requirements. All conveyances of lots shall recite that they are made subject to these restrictions, and shall recite the Volume and Page where they are recorded and shall contain express provisions that should such restrictions be violated by the Grantees or by persons claiming under them, that the title so conveyed shall immediately revert to and re-vest in Declarant.

Section 5. Severability. The invalidation of any one of these covenants, conditions and restrictions by judgment or further court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration is executed this 17th day of December, 1985.

FORD CARTWRIGHT, INC.

By: Stephen W. Sussdorf  
Its Vice President

ATTEST:

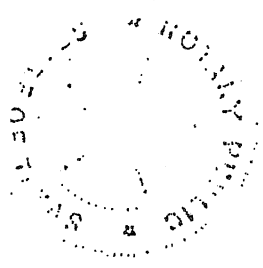
Curtis W. [Signature]  
Assistant Secretary

THE STATE OF TEXAS §

COUNTY OF ANDERSON §

This instrument was acknowledged before me on this 17th day of December, 1985, by Stephen W. Sussdorf, Vice President of Ford Cartwright, Inc., a Texas corporation, on behalf of said corporation.

Deborah R. Capps  
Notary Public in and for  
the State of Texas



DEBORAH R. CAPPS  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES 10-03-87