

Cedar Creek

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MAXIE J. SMITH, AND WIFE,
MAUDINE C. SMITH

TO THE PUBLIC

THE STATE OF TEXAS)
COUNTY OF LIMESTONE)

DEDICATIONS OF RESTRICTIONS

WHEREAS, MAXIE J. SMITH and wife, MAUDINE C. SMITH, hereinafter called "DEVELOPERS" are the record owners of all of the lots, tracts and parcels of land shown upon that certain map or plat of a subdivision known and designated as Cedar Creek Estates, a subdivision in Limestone County, Texas, according to the plat of said subdivision recorded in Cabinet 1, Plat 1, Plat Records of Limestone County, Texas, reference to which Plat and the Record thereof being here made for all purposes:

NOW, THEREFORE, MAXIE J. SMITH and wife, MAUDINE C. SMITH, do hereby dedicate said property in accordance with the dedication appearing upon said plat and agree that the land shown to be subdivided into numbered lots according to said map is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations and restrictions, as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said property in said subdivision, as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by DEVELOPERS concerning the numbered lots set forth on said map, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

The restrictions hereinafter set forth, except as herein otherwise provided shall be and are hereby imposed upon each numbered lot in said subdivision, as shown by said plat and as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of DEVELOPERS, their heirs, executors, successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth.

I.

Lots 4, 5, 6 and 7, Block D of said Cedar Creek Estates shall be classified as commercial lots for support type commercial establishments to the residents of Cedar Creek Estates. Such commercial establishments to be placed on said lots are subject to the approval of DEVELOPERS and shall be limited to gas supplies, doctor's office, food store, or any other type commercial establishment which, in the opinion of DEVELOPERS will be beneficial to the residents of Cedar Creek Estates. Consent of said DEVELOPERS shall be a prerequisite to the establishment of any commercial endeavor.

All of Block A and Lot 1 of Block H shall be first dedicated to use for a swimming pool area, tennis court, and golf

driving range, however, if in the opinion of the DEVELOPERS such area shall not be feasibly put to said use, then in that event, DEVELOPERS herein shall have the right to classify said properties as residential property.

Lots 38, 39, 40, 41, 42, 43, 44, 45 and 46 in Block II shall be reserved and maintained for camping, boating and club house, along with a retail establishment, however, should DEVELOPERS determine that the use of said property cannot be feasibly placed to this use, DEVELOPERS shall have the right to declare said lots as commercial lots for purposes compatible with the operation and development of Cedar Creek Estates.

All other lots situated in Cedar Creek Estates as shown by the above referenced plat shall be restricted to private residential dwellings.

II.

No lean-to, shack or other temporary structure of any character shall be permanently constructed on any of said lots. No structure, other than a single residence, designed and constructed for use by single family, together with servants quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residence as a single family dwelling, shall be constructed on any lot dedicated to private residential purposes, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any form of multiple family dwelling, nor shall any residences on separate lots be advertised for use or used as hotel, tourist cottages or as places of abode for transit persons, nor shall any structure, house trailer or building erected thereon or any part thereof be used as a dwelling pending the completion of the main dwelling house to be constructed thereon. By the term "house trailer", it is included but not limited to mobile homes and prefabricated type mobile homes.

III.

In no event shall any dwelling erected on any residential lot above referred to, nor shall the plans be approved for such residence that shall not contain a minimum of 900 sq. ft. of living area, exclusive of garages and other appendages. Said dwellings must have wood shingle or composition roof, and may be erected on any type of foundation. In the event any other type of roofing is to be used, it must be approved by the architectural committee. In the event of split-level construction, foundations must be approved by the architectural committee. All improvements or additions to same shall be substantially and safely constructed, painted, and kept in good repair; and all lots shall be kept in a clean and sanitary condition.

IV.

No building or other structure shall be erected, placed or altered on any lot either designated as residential or commercial until the construction plans and specifications and a plan showing the location of the structure, have been approved by the architectural control committee. The architectural control committee is composed of Will R. Martin, Maxie J. Smith and Frances Martin. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After ten (10) years from date of this instrument, then the record owners of a majority of the lots shall have the power, through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to the it, any of its powers and duties.

554

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The residence or building, however, must be constructed in compliance with all other of the restrictive covenants herein set out.

The address of this committee is Route 3, Box 123-D, Thornton, Texas, 76687, or P.O. Box 356, Jewett, Texas 75846.

V.

No horses, sheep, cows, goats, swine or any other livestock may be kept on said premises.

VI.

No outside toilets will be permitted and no installation of any kind of disposal sewage shall be allowed which will result in raw or untreated sewage being carried into water bodies. No septic tank or other means of sewage disposal may be installed unless approved by the property governmental authorities having jurisdiction with respect thereto. The drainage of septic tanks into roads, streets, alleys or public ditches, either directly or indirectly is strictly prohibited.

VII.

No sign or other advertising may be displayed on property unless approved by the architectural control committee.

VIII.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the road bed and the property line.

IX.

Boat docks and piers shall not be constructed with permanent pilings driven in the waters of Lake Limestone below elevation 363. Such boat docks and piers may be constructed as a floating dock only, which may be raised or lowered with lake elevation changes. No boat storage facilities shall be constructed within fifty (50) feet of the lake line or elevation 363.

X.

Lot owners in such subdivision shall have the right to camp on their premises without building a permanent residence. When camping, lot owners may use tents, travel trailers, and other self-contained vehicles, however, such camping devices cannot be connected permanently to any utility or sewer facility and must not remain on said premises for more than 30 days.

XI.

Mobile homes of any type shall be prohibited as permanent residences in this subdivision.

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XII.

DEVELOPERS reserve a 5 foot easement in and along all existing roads in this subdivision for installation of a future water pipeline system. In connection with the operation and installation of a water pipeline system, DEVELOPERS reserve the right to enter onto any unsold lot on this subdivision, whether listed above specifically or not, and drill for water thereon and install any tanks, pumps, appurtenances or any other necessary equipment for the production, transportation and sale of water in such subdivision.

This subdivision shall be subject to an easement in favor of Limestone County Electric Cooperative and Southwestern Bell Telephone System in addition to that easement above referred to in connection with a water pipeline service.

XIII.

All the restrictions and covenants herein set forth shall continue and be binding upon DEVELOPERS, their heirs, executors, administrators, successors and assigns, and upon the purchasers of said lots in such subdivision for a period of Fifty (50) years from the date this instrument is filed for record in the office of the County Clerk in Limestone County, Texas.

XIV.

The terms and provisions hereof shall be binding upon DEVELOPERS, their heirs, executors, administrators, successors and assigns and all persons claiming by, through or under them, and all subsequent purchasers or owners of the property in said subdivision, each of whom shall be obligated and bound to observe the same, provided, however, that no such person shall be liable except in respect to breaches committed during his or their ownership of said property.

XV.

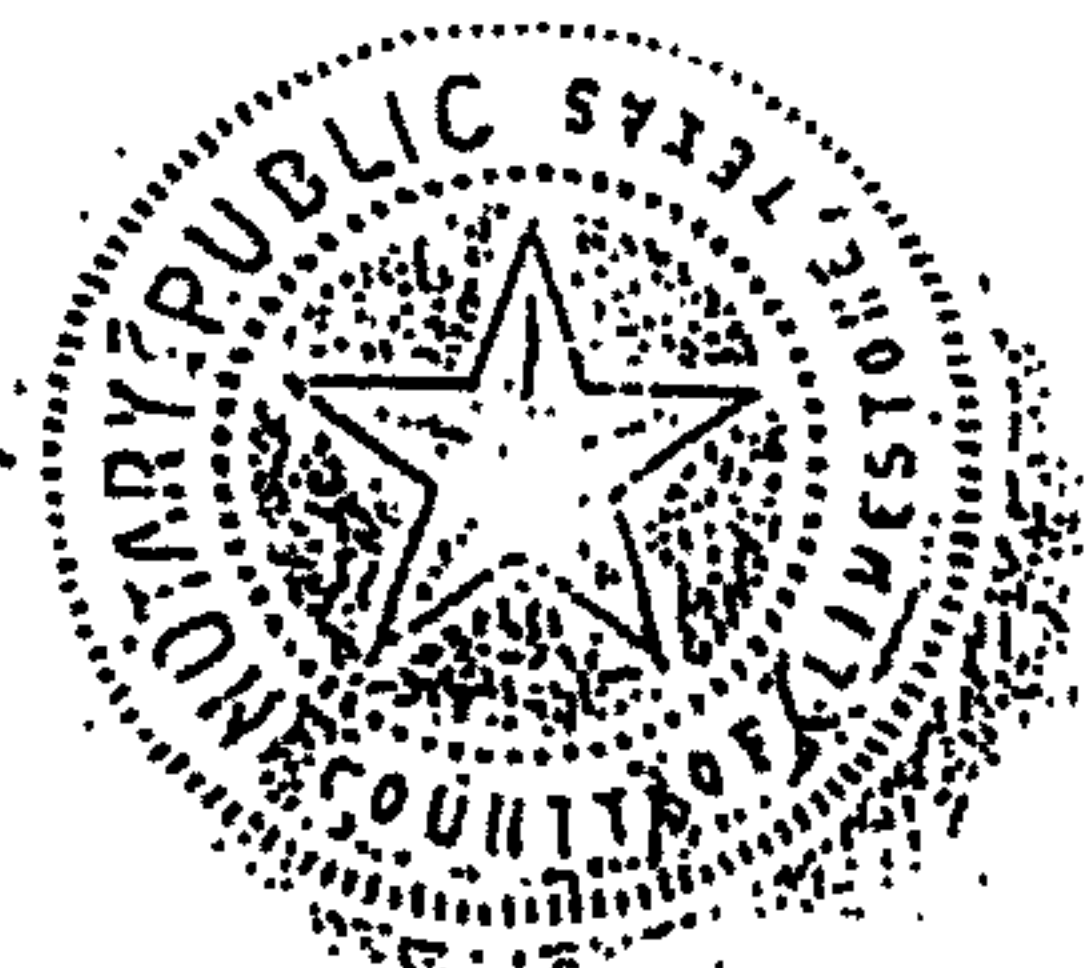
The waiver or invalidation of any one or more of these restrictions, covenants, or conditions by judgment, court order or otherwise, shall in nowise constitute a waiver of or invalidate any other restriction, covenant or condition, but in all such other restrictions, covenants and conditions, shall continue to remain in full force and effect.

XVI.

No unsightly storage that is visible from the street shall be permitted on any lot.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and in order to prevent him or them from so doing or to recover damages or other dues for such violation.

EXECUTED on this 7 day of April, A. D. 1979



Maxie J. Smith
Maxie J. Smith

Maudine C. Smith
Maudine C. Smith

556

THE STATE OF TEXAS
COUNTY OF LIMESTONE

Before me, the undersigned authority, on this day personally appeared MAXIE J. SMITH and wife, MAUDINE C. SMITH, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 7 day of April, A. D. 1979



Ruth Whitted
Notary Public in and for
Limestone County, Texas

Filed for record the 9 day of April A.D. 1979 at 8 o'clock A.M.
Recorded the 10 day of April A.D. 1979 at 2 o'clock P.M.

Dena Pruitt, County Clerk
Limestone County, Texas

By Nancy Stockett Deputy