

STATE OF TEXAS *
 COUNTY OF WALKER *

KNOW ALL MEN BY THESE PRESENTS:

PREAMBLE

06432

It is the intention of the Developers that Harmon Creek Ridge Subdivision will be maintained as a residential type subdivision in which the owners of the various lots may be protected in the enjoyment of their property. These covenants have been promulgated with a view toward allowing a maximum of activity insofar as residential and related residential usages are concerned, while at the same time assuring to every purchaser of lands in such subdivision that the appearance, sanitation, and permissive activities shall be controlled and safeguarded. Reserve areas and all areas without a lot number are separate and are not the subject of these restrictions.

RESIDENTIAL AREA COVENANTS

1. No lots shall be used for anything other than residential purposes and shall not be used directly or indirectly for the conduct of any business whatsoever, commercial or otherwise. Except the following lots are not restricted against commercial use but must meet commercial building standards as set down by the Arch. Control Committee 1901, 1902, 1903, 1904, 2024, 2011, 2023, 2025, 2026, 2027, 2028, 2029.

2. It is the intention of these covenants that no lot be subdivided.

3. Said premises shall not be used for any purpose whatsoever which is an annoyance or nuisance to the other lot owners in said subdivision, and the placing, allowing or keeping of anything, or the commission of any act, which is an annoyance or nuisance to the other owners of other lots is expressly prohibited; the owners and occupants of each lot shall at all times so maintain their premises so as not to constitute or create an annoyance or nuisance to the other lots.

ARCHITECTURAL CONTROL COMMITTEE

4. No improvements of any character shall be placed or erected, nor shall the erection or emplacement thereof be begun, nor shall any changes be made in the exterior design thereof after construction is begun, on any lot until two copies of plans and specifications for the proposed improvements have been submitted to and approved in writing by the Harmon Creek Ridge Subdivision Architectural Committee, box 7 Riverside, Texas, 77367. Any variance of the restrictions must be approved by a unanimous vote of all registered members of the Architectural Control Committee.

The architectural control committee may approve or disapprove any improvements to each and every lot of Harmon Creek Ridge. They will have final approval on construction of any storage buildings, boat houses, and docks. All boat houses must have a cedar shake roof.

Such approval is to include any exterior design, floor elevation, exterior materials and finish and any and all other matters necessary

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to assure full compliance with these restrictions and covenants and such approval must be granted or denied within twenty (20) days or such plans will be considered as approved.

BUILDING

5. Only one (1) residential building shall be placed or erected on a lot for use and occupancy dwelling; such outbuildings or other roofed or walled structures as are necessary to the comfort, pleasure and conveniences of the building used and occupied as a dwelling house may be constructed on the premises.

6. The building placed or erected on the lot for use and occupancy as a dwelling shall not contain less than SEVEN HUNDRED (700) square feet of interior living area floor space; and, provided, that in any dwelling house of high-raised construction, none of the area on the ground level, even if enclosed, shall be considered as constituting "interior living area floor space" for the purpose of this restriction.

7. All buildings placed or erected on a lot shall be finished on the outside with an acceptable wood, composition and/or masonry residential exterior building material, and NO corrugated steel, aluminum colored metal, felt or paper shall be used as exterior siding or roofing on any building placed or erected on the lot. All residences and other buildings may be kept in good repair and in a neat and clear condition and must be painted when necessary to preserve the attractiveness thereof. No building materials or other materials shall be stored or located on any lot except when the storage of building materials is necessary in connection with the construction of improvements then in progress. All rubbish and stored building material must be removed before the house is occupied.

8. When construction of a dwelling or other above-ground improvements has begun, the exterior of such construction must be completed within one hundred twenty (120) days of the time of starting. No one shall occupy the structure until the exterior has been finished.

9. No building or other above-ground structure shall be placed or erected on a lot (a) closer than 50 feet to the front property line nor closer than (b) 3' from any side property line.

10. Fences, subject to the approval of the Architectural Control Committee, shall be permitted to extend to the side and back lot lines and to no less than 5 feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions or shown on the plat of said Subdivision.

MOBILE HOMES

11. It is not the intent of these restrictions to prohibit any owner of any lot or building site in this subdivision from using a mobile home in lieu of a residences built in place. If a permanent type mobile home is moved into the addition, it shall be at minimum of 14' wide, 50' long and shall be in good condition. A recent photo of the mobile home must be sent to the Arch. Control Committee. The mobile home must be clean on the outside with no damaged or mismatched panels. It shall be skirted so as to screen the wheels and chasis on

all four sides within 60 days. NO CORUGATED STEEL OR PLASTIC may be used as skirting (wood is preferred) unless approved by architectural control committee. All mobile homes must be installed with the long axis PARALLEL with the road unless a variance is granted.

STORAGE BUILDINGS

12. The unit must be of commercial quality in good repair and of an attractive design and appearance. All metal buildings must be of painted or colored metal. No plain aluminum or galvanized iron or galvanized steel or aluminum painted steel unless a variance is granted by the Arch. Control Committee. All exterior walls except redwood and cedar must be painted or stained or if not painted then constructed of an approved commercial exterior material.

CAMPING

13. A family may camp on their lot as long as the lot is left in a neat and clean condition. They may use a tent or small camping trailer as long as they are removed when not in use.

14. No sign, advertisement, billboard or advertising structure of any kind shall be erected or maintained on any lot without the consent in writing of the developers, its successors or nominees. The developers shall have the right to remove any such sign, advertisement, billboard or advertising structure which is placed on any lot without the consent of the lot owner or any other person, and in so doing shall not be liable and is expressly relieved from any liability upon any claim, and demand and/or cause of action for damages or alleged damages resulting, directly or indirectly, from or anyway connected with such removal.

15. Antennas and masts must be neat and standard construction and be approved by Arch. Control committee.

16. No pits, holes or other excavation shall be dug on any lot in the Subdivision except in connection with the actual construction of the foundation of the improvement to be erected thereon. No lot shall be used or maintained as a dumping ground for rubbish.

17. No livestock or poultry or other domestic animals of any kind whatsoever other than dogs, cats and horses, shall be kept or allowed to live on any lot. Not in excess of 1 horse per 2 ac. shall be permitted and any fencing for horse pens shall be on the rear portion of the lot.

18. All garbage cans and other trash receptacles shall be kept covered at all times; and if the same are not kept within three (3) feet of the dwelling house, they shall be located, placed, kept and maintained only between the dwelling house and the road and must be enclosed in a suitable wooden frame.

19. Improved lots should be mowed whenever the grass exceeds 12 inches in height.

CULVERTS

20. Each private driveway shall have a drainage structure thereunder and parallel to the roadway which provides a net drainage opening area of sufficient size to permit the free flow of water without backwater, and in no event shall such drainage structure have

a new drainage opening area less than that of an 12-inch diameter pipe culvert or minimum Walker County, Texas, requirements. Any damage caused by the installation of a culvert that is too small will be billed to and paid by the property owner.

FREE NAVIGATION

21. Each lot owner must use any rights, privilege and/or easement granted herein such a manner as not to interfere with any other lot owner's use. No lot owner may use any canal, channel or waterway or permit a boat or similar object to be stored or tied therein, in such a way as to interfere with the free navigations thereof or permit any structure to interfere with same. Approval from Architectural Control Committee will be required before construction of any pier, deck, bulkhead, or landing area.

PROPERTY OWNERS ASSOCIATION

22. The Harmon Creek Ridge property owners association will be formed when 80% of the lots are paid in full. At that time the developer will deed all common areas as delineated on the plat, and improvements to the property owners association free of charge. The developer promises to maintain a separate checking account for the property owners association. The funds for their account will come from a \$36.00 dollar a year maintenance assessment on each lot that is sold by the developer. The funds that are collected will be spent on maintenance and improvements on the roads, maintenance and improvements to common facilities and other expenses necessary to the continued use and enjoyment of Harmon Creek Ridge. Failure to pay this assessment will result in a lien being filed in the county courthouse against the property. At any time after creation of the Harmon Creek Ridge property owner association the property owners can call for a vote to change or abolish the maintenance fee. A simple majority of the recorded owners is needed for a change.

CAMPER RESTRICTIONS

A. If a property owner wants to keep a camper on his lot he must first obtain written permission from the Arch.C.C. He will have to agree to build an approved storage building and abide by the camper restrictions. If permission is revoked he will have to remove his camper. Minimum camper and/or structure requirements to be used by the Architectural Control Committee in its approval of design, appearance and condition of camper and/or structure facilities:

1. Mobile campers - The unit must be in good repair and of an attractive design and appearance.

2. Truck bed campers - The unit must not be left on permanent basis; it must be removed when not in use.

3. Motor homes - The unit must be in good repair and of an attractive design and appearance.

4. Storage buildings - The unit must be of commercial quality in good repair and of an attractive design and appearance. All metal buildings must be of painted or colored metal. No plain aluminum or galvanized iron or galvanized steel or aluminum painted steel unless a variance is granted by the Arch. Control Committee. All

exterior walls except redwood and cedar must be painted or stained or if not painted then constructed of an approved commercial exterior material.

5. Tents - The unit must not be left on a permanent basis; it must be removed when not in use.

B. In the event of default on the part of the owner or occupant of any lot in observing the requirements of these restrictions and/or the requirements of the Architectural Control Committee and with such default continuing after ten (10) days written notice thereof, Developer, the Architectural Control Committee, or its or their assigns shall without liability to the owner or occupant in trespass, damages or otherwise enter upon said lot and remove the unit in default. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay the cost of such removal immediately upon receipt of a statement thereof.

SEPTIC TANKS

C. No septic tanks with connecting field lines unless approved by Walker County or T.R.A.

D. No underground holding tanks unless approved by Walker County or T.R.A.

E. No permanent residences in campers.

SKIRTING

F. If a camper unit is to be placed on a lot over 2 weeks then a neatly installed picket fence must be placed around the entire unit so as to shield the chassis from view. Owner shall not leave lawnmower, tarps, clothes lines, other camping gear, exposed when not there. Owner should keep these items in an approved storage building.

H. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the Developer, its successors and assigns.

23. The developer reserves unto itself, its successors and assigns, the right and privilege and an easement to use all streets and roads, canals, channels, and waterways, public areas and easements shown on the recorded plat of the subdivision, for utility purposes and surface drainage. The developer reserves unto itself, its successors and assigns, an easement for utility purposes, as shown on the plat.

24. The developer reserves for itself and its designated agent or agents the right to use any unsold lot or lots for a temporary office location, and the right to place a sign or signs on selected lots. No lot in the subdivision owned by the developer shall be subject to assessment by the Association, without the consent of the Developer.

25. The Developer at his option may allow the water supplier to use any unsold lots for the needs of the water system.

26. There is hereby reserved the utility easements and drainage easements as shown on said plat of said subdivision and along and within 5 feet of the side and rear lines of all lots here under, and

an easement along and within 10 feet of the street lines of all lots hereunder and an easement over all streets for the purpose of installing, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment or signs necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such rights of access of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid, subject to the limitations as to use of all public utility companies an unobstructed aerial easement ten (10) feet wide from a plane fifteen (15) feet above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for electric facilities.

27. Developer reserves unto itself and its assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of signs or the laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, waste water disposal lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this Subdivision with water and waste water disposal.

Also, the Developer and its designees and/or its assigns may, on any lot and/or lots then owned by Developer, construct, maintain, use and allow to be used by others, parks, swimming pools, playgrounds, community center buildings, sales offices, signs, water wells, boat ramps and related pumping, storage, operation and maintenance facilities, and waste water treatment and disposal facilities, and any other use necessary for the complete development of the subdivision.

28. If at any time a purchaser of a lot, his heirs, successors or assigns should desire to sell such lot or any part thereof, the same shall first be offered to the developers, its successors or nominee, which shall have the right to purchase the same at the price the purchaser, his heirs, successors or assigns, can sell such property for, and if the developers, its successors or nominee, fails to exercise an option within twenty (20) days thereafter, said option shall become null and void; provided, however, that it is understood and agreed that said twenty (20) days' option shall extend from and after the date the developers, its successors or nominees, is notified by the purchaser, his heirs, successors, or assigns, of the price for which said property can be sold.

ENFORCEMENT

29. Enforcement of these restrictions and covenants may be by proceedings at law or in equity against any person or persons violating or attempting to violate any Restrictions or Covenant either to restrain such violation or proposed violation or to recover damages; such enforcement may be made by the Developers and/or the owner of any lot in said subdivision.

30. If any provision or portion of these protective covenants shall be declared invalid by judgement, court order, or otherwise, it shall not affect or invalidate any other provision or portion thereof. Failure to enforce any one or more provision hereof shall not constitute a waiver thereof or invalidate such provision or provisions.

31. The violations of any of these restrictions, and covenants shall not operate to invalidate any first mortgage or deed of trust held against said property, or any part thereof, and such liens may be enforceable against any and all property covered thereby, subject, nevertheless to these restrictions and covenants.

32. These Restrictions and Covenants shall run with the land, and shall be binding on all persons owning lots in said Harmon Creek Ridge Subdivision 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 Walker County, Texas, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by seventy-five per cent (75%) of the recorded owners of the recorded lots of HARMON CREEK RIDGE that have been recorded with the County Clerk of Walker County, Texas, agreeing to change such Restrictions and Covenants in whole or in part or to revoke them.

EXECUTED this 25th day of November, 1980.

ATTEST: *Lee B. King*
Secretary

REDSKIN VENTURES, INC
By *Jerry S. Dominy*
JERRY S. DOMINY PRESIDENT

THE STATE OF TEXAS *
COUNTY OF WALKER *

BEFORE ME, the undersigned authority, on this day personally appeared JERRY S. DOMINY, President of REDSKIN VENTURES, 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 stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of November, 1980.

Betty Skelton
NOTARY PUBLIC in and for
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF WALKER

I, JAMES D. PATTON, Clerk of the County Court in and for Walker County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the volume and page of the named record and at the time and date stamped hereon by me.



FILED FOR RECORD
At 4:55 o'clock P M

DEC 01 1980

J.D. PATTON, WALKER COUNTY, TEXAS
by Helmer deputy

RECORDED

DEC 11 1980

James D. Patton
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County Clerk of Walker County, Texas