

RESERVATIONS AND RESTRICTIONS

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WALKER §

OLEN GUY CHANDLER, JR. and WILLIAM J. BLYTHE, JR. (hereinafter called the "Declarants") are the owners in fee simple of ACORN HILL SUBDIVISION, a subdivision composed of 239.23 acres of land in the JAMES DEAN SURVEY, Abstract No. 159, Walker County, Texas, and said records thereof are incorporated herein by reference and made a part hereof 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 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 inure 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. The streets and roads shown on said recorded plat are dedicated to the use of the public.
3. Utility easements are hereby established upon the ten (10) feet of each said lot adjoining the streets and roads subject to the reservations hereinafter set forth.

(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 may 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 constructed by the Declarants 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 Declarants.

(d) Neither the Declarants, nor their heirs, 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.

4. 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 Declarants, their heirs, 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 then owners of sixty (60%) per cent 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.

5. 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 to violate any of such provisions, including, but not limited to a proceeding to restrain or prevent such violation or attempted 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 or 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 Declarants 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.

6. 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.

7. 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.

8. Each lot (which shall contain at least one (1) acre of land) 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).

9. No building shall be erected, altered or permitted to remain on any lot within the subdivision other than one single-family residential dwelling or mobile home, a private garage (or other covered car parking facility) and three other outbuildings, which lot shall contain at least one (1) acre of land.

10. The living area of each single-family residential dwelling (exclusive of open or screened porches, terraces, driveways, garages (or other covered car parking facility) and outbuildings) shall not be less than 600 square feet. The Exterior material of the residence permitted to be constructed or erected upon a lot within the subdivision must be of wood, concrete block, and/or brick construction. All other structures shall be constructed of wood, sheetiron, concrete blocks, or bricks, or a combination thereof. Any mobile home shall also contain not less than 600 square feet of living area, shall be a minimum of 12 feet wide, and shall be "skirted" with material approved by Declarants so that the undercarriage and utility connections are covered in a uniform manner.

11. No building shall be located nearer than fifty (50) feet to the front lot lines.

12. All buildings constructed upon any lot within the subdivision "dried in" within six (6) months from the date construction commences and fully completed within one (1) year 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 a temporary character or any trailer (excluding mobile homes), basement, tent, shack, garage, barn or other outbuilding shall be used on any lot within the subdivision at any time as a residence.

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.

15. No business of any kind shall be conducted on or from any lot within the subdivision, with the exception of the

business of the Declarants, their heirs, successors and assigns, in developing and selling lots situated within the subdivision to the general public.

16. No noxious or offensive activity shall be carried on in or on any lot within the subdivision. Sheep, goats, chickens, swine, horses, cattle, livestock and poultry, plus dogs, cats, and other household pets may be raised, bred and kept on lots within the subdivision provided they are not kept, bred or maintained for commercial purposes. Provided, however, that the number of sheep, goats, horses, swine and cattle shall be limited to one animal of each group per each two (2) acres owned and chickens shall be limited to ten (10) per acre.

17. 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 the owner of the improvements on said lot shall first provide Declarants written evidence that the plans, drawings and specifications pertaining to the installation of such septic tank, field lines and grease traps, and/or drawings and specifications pertaining to the installations of such a single home waste water treatment system, meet all requirements of appropriate governmental authorities. No outside toilets shall be permitted upon any lot within the subdivision nor shall any type or 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. Drainage of septic tanks to roads, streets, or any drainage area either directly or indirectly is strictly prohibited.

18. No sign of any kind shall be displayed to public view on any lot 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.

19. 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.

20. 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 or equipment except for normal residential requirements.

21. No sand, gravel or dirt shall be excavated and removed from any lot except for building of homes, other improvements or landscaping on the lot.

22. No tract shall be used for road purposes or for building a road to reach any property outside this subdivision.

23. As used herein, the word, "Declarants," shall mean Olen Guy Chandler, Jr. and William J. Blythe, Jr., and their heirs, successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from

Declarants for the purpose of development and/or resale to third parties.

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

25. 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.

26. The pronouns used in this instrument are the masculine gender but shall be construed as feminine or neuter as the occasion may require.

EXECUTED this the 30 day of December, 1981.

Olen Guy Chandler, Jr.
OLEN GUY CHANDLER, JR.

William J. Blythe, Jr.
WILLIAM J. BLYTHE, JR.

THE STATE OF TEXAS §
 §
COUNTY OF WALKER §

BEFORE ME, the undersigned authority on this day personally appeared OLEN GUY CHANDLER, JR. and WILLIAM J. BLYTHE, JR. 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of December, 1981.

Angela M. Smith
NOTARY PUBLIC in and for
San Jacinto County, Texas.

ANGELA M. SMITH
Notary Public - State of Texas
My Commission Expires Mar. 12, 1984

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 record and at the time and date as stamped hereon by me.



FILED FOR RECORD
At 4:10 o'clock P.M.

JUL 14 1982

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

James D. Patton
JAMES D. PATTON, CLERK
WALKER COUNTY, TEXAS

JUL 20 1982

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