

**AMMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR...**

The State of Texas
County of Navarro 003099

That whereas, Lot owners of Crab (Crabb) Creek Landing, hereinafter called the Declarants of all that certain real property located in CRAB (CRABB) CREEK LANDING IN THE S.L. JOHNSON SURVEY ABSTRACT 421, as shown by map or plat thereof recorded in Volume 1310 page 158 OF the plat records of NAVARRO COUNTY, TEXAS AND MORE FULLY DESCRIBED AS follows

LOTS 1, 2, 3 (a), 4 (a), 4 (b), 5 AND 6.

These amendments are put forth by 85 percent of the Lot owners.

Whereas, the declarants will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, charges, and amendments as herein after set forth;

Now, Therefore, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, and amendments, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above properties or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, conditions, and amendments shall insure to the benefit of each owner except for Lot 1, which shall be zoned for commercial use.

ARTICLE ONE

DEFINITIONS

- 1.01 **Owner**. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot.
- 1.02 **Properties**. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the terms of this Declaration.
- 1.03 **Lot**. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded for Crab (Crabb) Creek

Landing in the S.L Johnson Survey, Abstract No. 421 of the Plat Records of Navarro County, Texas.

- 1.04 Declarants. "Declarants" shall mean and refer to all owners of these lots, their heirs, administrators, and assigns.

ARTICLE TWO

COMPLETION

- 2.01 Completion. With reasonable diligence, and in all events within 6 months from commencement of construction (unless completion is prevented by war, strikes, or act of God) any dwelling commenced shall be completed and all temporary structures shall be removed.

ARTICLE THREE

USE RESTRICTIONS & BUILDING CODES

- 3.01 Type of Building Permitted. All lots shall be used for residential purposes only. Mobile homes are NOT allowed and are STRICTLY PROHIBITED. Homes MUST be site built!!
- 3.02 Minimum floor area and Exterior Walls. Any residence constructed on said Lots must have a floor area of not less than 1500 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. Exterior walls of all structures built after April 8th, 2004 must be constructed of either stone, log, stucco, concrete, brick, cedar, or log siding.
- 3.03 Setbacks. No building shall be located on any lot nearer than 30 feet to the front lot line. No building shall be located nearer than 10 feet to the side lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided however, that this shall not be constructed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 3.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted lot.
- 3.04 Resubdivision or Consolidation. Lots may be resubdivided, however, a replat must be approved by the Navarro County Planning and Zoning Committee.
- 3.05 Easements. Perpetual easements are reserved over and across the lots for electrical power, water sewage, gas, telephone, television cable, and similar

utility facilities along with the easements shown on the recorded plat and all said easements, are adopted as part of these restrictions. There is also reserved and dedicated hereby for the use of the Developer and any public or private utility company an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to and above all dedicated utility easements. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the subdivision and shall also insure to the benefit of and may be used by any public or private utility company entering into and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights to such utility companies. No utility company political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within each easement.

- 3.06 Noxious or Offensive Activities Prohibited.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Please address any concerns to the individual property owner before legal action is taken.
- 3.07 Oil Development Prohibited.** No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any lot.
- 3.08 Rubbish, Trash, and Garbage.** No lot shall be used or maintained as a dumping ground for rubbish, or junk; and no garbage or other waste shall be kept except in sanitary containers. Large receptacles and on site storage trailers are not allowed for permanent use; no containers may be larger than 5' by 5'. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.
- 3.09 Animals.** No chickens, pigs, or goats of any kind shall be raised, bred or kept on any Lot. All lots may raise, breed, or keep horses, steers, cattle, or any other animals; not to exceed one head per acre. Dogs, cats or other household pets may be kept; provided that they are not bred or maintained for any commercial purposes.
- 3.10 Arena.** Arenas are allowed on any lot.

- 3.11 **Boats, Trucks, Buses and Trailers.** No vehicles, boats, trucks, buses, recreational vehicles or trailers 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 vicinity². Recreation vehicles may be kept on any lot; only after permanent residence has been built. No R.V.'s may be used as a permanent residence.
- 3.12 **Prohibited Activities.** No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, save in except Lot 1. Lots 3 and 4 may be rezoned under the guidelines of the Navarro County Planning and Zoning regulations.
- 3.13 All residences constructed upon the Lots herein described shall be connected with proper water, electrical, and gas services, at the expense of the Owner of said Lot and all residences shall have a suitable workable septic tank system to be approved by the Tarrant County Water Control and Improvement District.
- 3.14 Anyone who buys Lot 1 for Commercial Use will be required to comply with all Navarro County Planning and Zoning Regulations.

ARTICLE FOUR

GENERAL PROVISIONS

- 4.01 **Enforcement.** The declarant, or any owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 4.02 **Severability.** Invalidity of any one of these covenants or restriction by judgement or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.
- 4.03 **Duration and Amendment.** The covenants, conditions, restrictions, and amendments of the Declaration shall run with and bind the land, and shall insure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of 20 years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, and amendments shall be automatically extended for successive periods of 10 years. The covenants, conditions, restrictions, and newly appointed amendments may be amended

during the first 3 year period by the agreement of all owners. The covenants, conditions, restrictions and amendments of this Declaration may be amended during the 17 year period immediately following such 3 year period by an instrument signed by not less than 85 percent of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Navarro County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Executed by the said Declarant, this 9 day of April, 2004.

By: _____

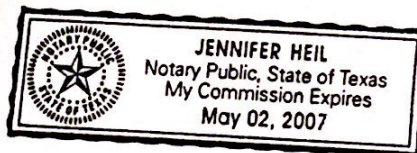
George R. Haddaway
George R. Haddaway
Kay W. Haddaway
Kay W. Haddaway
Ty Lawlar
Ty Lawlar
STATE OF TEXAS *

Wanda Champenois
Wanda Champenois
Lucien Hal Champenois Jr
LUCIEN HAL CHAMPENOIS JR
Frank L. Dennis
Ann Lawlar
Ann Lawlar

COUNTY OF NAVARRO *

This instrument was acknowledged before me on the 9 day of April, 2004.

Jennifer Heil
Notary Public in and for
Navarro County, Texas



Elizabeth Bennett
ELIZABETH BENNETT

Gary Bennett
GARY BENNETT

Linda Strange
Notary Public in and
for Navarro County, Texas



④ 20.00

TY + ANN LAULER
1879 SE CR. 2160
CITY 75109

BOOK 1687 PAGE 0305

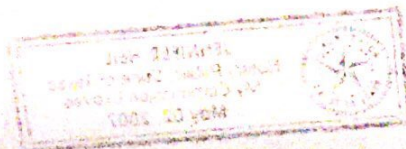
FILED FOR RECORD
AT 9:10 O'CLOCK AM
APR 12 2004
SHERRY DOWD
COUNTY CLERK, NAVARRO COUNTY, TEXAS
BY DEPUTY

3342



State of Texas
County of Navarro
I, Sherry Dowd, Clerk of the County Court in and for Navarro 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.

Sherry Dowd
County Clerk of Navarro County, Texas



Notary Public in and for
Navarro County, Texas