

THE STATE OF TEXAS    1  
                          1    KNOW ALL MEN BY THESE PRESENTS,  
COUNTY OF SOMERVELL   1

COVENANTS AND RESTRICTIONS

FOR GOLDEN HEIGHTS SUBDIVISION, SECTION ONE

PLAT RECORDED VOLUME 84, PAGE 107

THAT F. L. KEBBINS and WALTER M. HARRISON, SR., d/b/a Leal Construction Company, owners and developers (hereinafter DEVELOPERS) of Golden Heights Subdivision, Section One, an addition to the City of Glen Rose, County of Somervell, according to the map or plat thereof filed of record in the County Clerk's office of Somervell County, desiring to create and carry out a uniform plan for the development, improvement and sale of all lots in said addition, said plan being effected in part by these COVENANTS and RESTRICTIONS, do hereby declare that such COVENANTS and RESTRICTIONS as herein set forth shall apply uniformly to all lots situated in the Golden Heights Subdivision Section One and these COVENANTS and RESTRICTIONS shall run with the land and be binding upon all owners or purchasers of lots in said Addition, and their heirs, successors, executors, administrators and assigns, to-wit:

1. All lots in Golden Heights Subdivision Section One shall be used for residential purposes. The enclosed dwelling area on each single-family lot shall contain a minimum of 1,000 square feet. The term "enclosed dwelling area" does not include open porches, patios, terraces, garages, breezeways and like areas attached to the main dwelling. Structures of more than one story shall have a ground floor enclosed dwelling area of not less than 1,000 square feet and not less than 100 square feet of enclosed dwelling area above the first floor. In addition to the dwelling structure and conditioned upon the approval of the architectural committee, there may be approved materials provided that prior written consent and approval of such other materials is given by the architectural committee. Wood siding may be used on the second story of buildings, on servant houses, garages or other out-houses or secondary buildings (siding may be of painted weatherboard) if approved in writing by the

WE HEREBY CERTIFY THIS IS A TRUE AND  
CORRECT COPY OF THE ORIGINAL INSTRUMENT  
FILED FOR RECORD.

CENTRAL TEXAS TITLE

BY \_\_\_\_\_

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architectural committee; ordinarily a minimum of sixty percent (60%) exterior masonry construction will be required on each residence. Hollow tile walls and asbestos or wood siding, wherever used on any building on any and all lots, must be painted and maintained in such manner and frequency to maintain the quality thereof and the beauty and general appearance of the property concerned. Build-up roofs may be used only on written permission of the architectural committee.

2. No fence, wall or hedge shall be erected or maintained on any residential lot that exceeds eight (8) feet in height, and no fence shall be constructed in front of any main dwelling. Likewise, no signs will be permitted without written approval of the architectural committee; with the exception of signs of not more than six (6) square feet advertising the property for sale or rent or signs used by any builder to advertise the property during the construction and sales period.

3. No residential lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in sanitary containers. Each lot owner shall be responsible for controlling weeds, grass or other unsightly growth on his respective lot. If, at any time an owner shall fail to control weeds, grass and/or other unsightly growth, the DEVELOPER herein or its assigns, or any lot owner shall have the right to go onto said lot for the purpose of mowing and cleaning said lot and shall have the authority to assess and collect from said owner of said lot, a sum not to exceed \$50.00 for mowing or cleaning each lot on each respective occasion of said mowing or cleaning.

4. Campers, motor homes, trailers or trucks with tonnage in excess of one-half (1/2) ton shall not be permitted to park on the streets, driveways, or lots for extended periods of time; except that any camper, motor home, mobile home, boat or trailer may be parked on a lot if concealed from view by solid screening. Further, no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the subdivision any time, nor may any vehicle be stored or kept for purposes of repair on any lot.

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Prior to the occupancy of any dwelling constructed on such lot, each lot owner shall provide space for adequate parking (at least three (3) automobiles) off the street in accordance with reasonable standards established by the architectural committee.

3. No animals shall be raised, bred or kept upon any residential lot except that dogs and cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial reasons or purposes.

4. No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

7. Each lot owner shall provide and maintain covered receptacles for garbage and keep the same covered, either in screened area not visible from the road or underground, in accordance with reasonable standards established by the architectural committee.

8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any lot.

9. No lot shall be divided or replatted to make an additional lot or a portion of an additional lot except with the written consent of the architectural committee.

10. When two (2) lots that adjoin each other the full length on one common side are owned by the same person, then said lots can be treated as one oversized lot and the restrictions pertaining to side lot lines shall be regarded only as to the four outside lot lines and without regard to the said common lot line.

11. All easements that are shown on the recorded plat of said subdivision for the purposes of installation and maintenance of utilities, and all such easements hereafter granted for such purposes, shall be observed by each lot owner and shall not be in any manner obstructed so as to hinder or defeat any such easement.

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12. Building set back line shall be shown on said recorded plat, and not nearer than twenty-five (25) feet from front property line, or nearer than five (5) feet on each side of lot line, except that set back line on corner lots shall be fifteen (15) feet on each side street.

13. All buildings constructed on any lot shall be connected to the City of Glen Rose utility services. If electrical and telephone services are installed underground, connections from primary cables to the residence shall be made by each individual lot owner at the pedestal or point designated by the utility company.

14. No building shall be erected, planned or altered on any residential lot until the building plans, specifications (including but not limited to nature, kind, shape, height, materials and location) and plot plan have been approved in writing by the architectural committee as to (1) conformity and harmony of external design with existing structures in the subdivision and (2) location of the building with respect to topography and finished grade elevation.

The architectural committee shall consist of three (3) individuals selected and appointed by the DEVELOPER herein. In the event of death or resignation of any member of the committee, the remaining members shall have the authority and power to designate a successor. Each member of the architectural committee shall neither be entitled to receive any compensation for services performed pursuant to this covenant, nor be liable for claims, causes of action or damages arising out of services performed pursuant to the covenant.

The original architectural committee, as appointed by the DEVELOPER herein, shall consist of F. L. EDWARDS, WALTER M. HARRISON, GR., and Francis Hill. Any two (2) members shall have the authority to act on any submission to the committee, and their decision shall be binding on all members thereof.

In the event the architectural committee fails to approve or disapprove the building plans, specifications and plot plan within

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thirty (30) days after the submission of such building plans, specifications and plot plan, or, in any event, if no suit to enjoin the erection, building, addition, alteration or change has been commenced prior to the completion thereof, such architectural committee approval will not be required and compliance with the covenant will be deemed to have occurred.

15. Enforcement of these COVENANTS and RESTRICTIONS shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any residential lot or by any member of the architectural committee, against person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both. The architectural committee, and each of its appointed members, shall have an election and right, but not an obligation or duty, to enforce these COVENANTS and RESTRICTIONS by a proceeding or proceedings at law or in equity.

16. Violation or failure to comply with these COVENANTS and RESTRICTIONS shall not effect the validity of any mortgage, bona-fide lien or other similar security instrument which may then be existing on any residential lot. Invalidation of any one of these COVENANTS and RESTRICTIONS, or any portion thereof, by a judgement or court order shall not effect any of the other provisions or COVENANTS or RESTRICTIONS herein contained, which shall remain in full force and effect. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in any land in Golden Heights Subdivision Section One shall contain appropriate language to subject the land within such conveyance, transfer or assignment to all the covenants and restrictions set forth herein.

17. All of the above and foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by eight percent (8%) of the then owners of the lots has been executed and recorded, agreeing to change, amend, modify or extinguish said covenants and restrictions in whole or in part.

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IN WITNESS WHEREOF, DEVELOPERS have caused this instrument to be executed in their name and in their behalf this the 23rd day of <sup>May</sup> ~~April~~ A.D., 1975.

F. L. Edgins  
F. L. Edgins  
Walter H. Harrison, Sr.  
Walter H. Harrison, Sr.

THE STATE OF TEXAS  
COUNTY OF SOMERVELL

BEFORE ME, the undersigned, a NOTARY PUBLIC in and for said County and State, on this day personally appeared F. L. EDGINS and WALTER H. HARRISON, SR., 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, this the 23rd day of <sup>May</sup> ~~April~~ A.D., 1975.

Samuel W. Jones  
NOTARY PUBLIC in and for Somervell County, Texas.

THE STATE OF TEXAS  
County of Somervell

I, Delbert Duane Fellers, Clerk of the County Court in and for said County, hereby certify that the foregoing instrument, with its certificate of authentication, was filed for record in my office on the 23rd day of May, 1975, at 2:30 o'clock P. M. and duly recorded my certificate of filing of 23rd day of May, 1975, at 2:30 o'clock P. M. in the 21st volume of said County's Vol. 64, on Page 100.

Witness my hand and the seal of the County Court of said County, at my office in this State, Texas, the day and year first above written.

By \_\_\_\_\_ Deputy

Delbert Duane Fellers  
County Clerk, Somervell County, Texas

FILED FOR RECORD  
In the County of Somervell, Texas  
May 23 1975  
Delbert Duane Fellers  
County Clerk