

STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS:

In order to insure harmony in the character of building, and in order to maintain the suitability of the neighborhood for residential purposes, and in order to carry out a general plan for the protection, benefit, use and convenience of every purchaser of a lot or lots in Creekside Estates Subdivision, an addition to the City of Nacogdoches, the owners of said Subdivision do on this 18th day of August, 1978, adopt the following protective covenants.

GENERAL PROVISIONS

1. **TERM:** These covenants are to be covenants to run with the land and shall be binding upon all the parties hereto and all persons claiming under them for a period of 40 years from and after the 18th day of August, 1978, and all of said covenants and conditions shall thereafter be automatically extended for 10 years and thereafter for successive period of 10 years unless an instrument signed by a majority of the then owners of the lots in such addition has been recorded agreeing to change such covenants in whole or in part.

2. **ENFORCEMENT:** Enforcements of these protective covenants affecting said conditions shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages. Any owner herein shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. **SEVERABILITY:** If any part of this instrument, the covenants or conditions herein established be invalid, illegal or inoperative, for any reason, it is our intention that said invalid or illegal parts be revised to be valid or legal, or said inoperative parts be revised or interpreted in writing by the Architectural Control Committee to be operative, and that the remaining parts, in so far as possible and reasonable, shall remain in full force and effect.

4. **ARCHITECTURAL COMMITTEE:** An Architectural Control Committee shall be established by these covenants to act as herein provided and to interpret these covenants. The Architectural Control Committee shall be composed of two representatives of the Developer and their assigns, two representatives of the record owners of lots in said subdivision and one architect or other representative of the public at large. The remaining initial committee members shall be appointed by the initial representatives of the said Developer. A majority of the committee may

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. At any time, the then record owners of a majority of the lots in said addition shall have the power, through a duly recorded written instrument, to change the membership of the committee, or withdraw from the committee, change or restore to the committee any of its powers and duties.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days, after plans and specifications have been submitted to it, or 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.

PROTECTIVE COVENANTS

5. LAND USE: No dwelling shall be erected or placed on any lot having a width or area less than that shown on the recorded subdivision plat, and no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height.

6. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat showing the location and finish grade elevations of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, compatibility of exterior design with existing structures and environment, and as to location with respect to existing topography.

ROOFS: All roofs shall be constructed of #1 Cedar Shingles, slate, tile, rigid asbestos or such other roofing material of equal or better character and quality with same esthetic appeal.

No fence shall be constructed or allowed to remain in front of the minimum building set-back line. No fence, wall, store room, playhouse, tree house or any type of separate structure shall be erected, placed or altered on any lot until construction plans and specifications showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, compatibility of exterior design with existing structures and environment, and as to location with respect to existing topography.

7. DWELLING AREAS: The architectural area of the dwellings in said subdivision shall not be less than 2,500 square feet.

The architectural area of a building is hereby established as the sum of the areas of the several floors of the building, including basements, mezzanines and intermediate floored tiers, measured from the exterior faces of exterior walls. Covered walkways, open roofed areas that are paved, porches, garages and similar spaces have the architectural area multiplied by a factor of 1/2. The architectural area does not include such features as pipe trenches, exterior terraces, steps or roof overhangs.

8. BUILDING LOCATION: No building shall be located on any lot nearer than 40 feet to the back of the street curb or nearer than 10 feet to an interior lot line as measured from the roofed area of the building, except

- 9. **SIGHT LINES:** No fence, wall, hedge or other planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 12 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- 10. **TEMPORARY STRUCTURE:** No structure of a temporary character, trailer, tent, shack, garage, barn or other similar structures shall be used on any lot at any time as a residence either temporarily or permanently.
- 11. **EXISTING BUILDINGS:** Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a lot and remodeling or converting same into a dwelling unit in this Subdivision.
- 12. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or resnt, or signs used by a builder to advertise the property during the construction and sales period.
- 13. **TRANSPORT VEHICLES:** Trucks with tonnage in excess of 3/4 ton shall not be permitted to park on the street, driveways, or lots overnight and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time. No recreational vehicle shall be parked on a permanent basis on the street or on front or side yards.
- 14. **NUISANCES:** 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.
- 15. **OIL AND MINING OPERATIONS:** 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 for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 16. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
- 17. **GARBAGE AND REFUSE:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 18. **PUBLIC STREETS:** No public streets may be opened on or across any of the said lots, nor will any drives be created thereon, other than private driveways for the purpose of serving the respective lot upon which the dwelling is built, and not otherwise.

19. EASEMENTS: All easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and it is further provided that no shrubbery, fence or other obstruction shall be placed in any easement or alleyway, and that full right of ingress and egress shall be had at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use, maintenance, operation or installation of such utility.

20. WATER AND SEWAGE: No individual water supply systems shall be permitted on any lot, but each such house as erected shall carry and sustain a water supply system to be connected to the water mains in said streets in accordance with the requirements of the City of Nacogdoches, and all such dwellings shall be equipped with the proper sewerage disposal system, which such sewerage disposal systems shall be designated, located and constructed in accordance with the requirements, standards and recommendations of the Texas State Department of Health and the City of Nacogdoches, and no such dwelling shall be built unless the same contains the proper water and sewerage disposal system. All sewerage disposal shall be connected to the sewerage disposal system provided by the City of Nacogdoches, and no individual systems shall be maintained.

IN WITNESS WHEREOF

The parties hereto have set their hands and seal on this ~~18th~~ day of August, 1978, for their mutual benefit and for the purposes herein established.

Robert Sidnell
Robert Sidnell

R. G. Muckleroy, Jr.
R. G. Muckleroy, Jr.

Jo Sidnell
Jo Sidnell

Faye P. Muckleroy
Faye P. Muckleroy

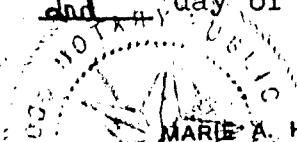
Susan S. Poston
Susan S. Poston

Martha Jane S. Taylor
Martha Jane S. Taylor

Joe Frederick
Joe Frederick

Evelene Frederick
Evelene Frederick

SUBSCRIBED AND SWORN TO BEFORE ME by the said R. G. Muckleroy, Jr., Faye P. Muckleroy, Joe Frederick and Evelene Frederick, this 2nd day of May, 1978.


MARIE A. HUGHES

Marie A. Hughes
Notary Public, In and for