

VOL 1008 PAGE 307

THE STATE OF TEXAS

03160

COUNTY OF HOOD

EASEMENT RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT First Heritage Corporation a Texas Corporation is the dedicator and owner of the Sanitary Easements shown on the plat of Heritage Heights, Section 2, a subdivision of Hood County, Texas, according to the plat recorded at Volume 3, page 71, Plat Records, Hood County, Texas, and the sanitary easement as shown on said plat effecting Lots 2, 3, 4, 6, 7, 8, 9, 11, 12, 13, Block 10, and Lots 35 and 36, Block 6 and Lot 25, Block 8 and Block 11, Heritage Heights. As the dedicator and owner of said easement we hereby declare such lots bound by the hereinafter set out restrictions and covenants and agree that said purchasers and subsequent owners of said lots or parts thereof shall comply with same. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgement or court order shall not in any wise affect any of the other provisions which shall remain in full force and effect.

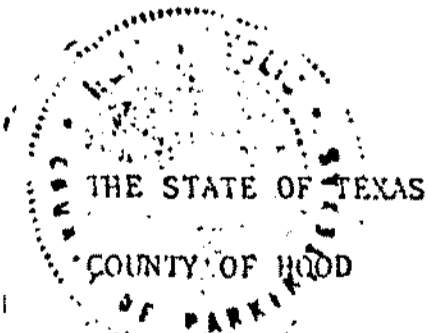
Such restrictions are as follows, to wit:

1. Sanitation control upon all of that area of land of said Lots as is included within the 150 foot radius of a water well located at the center of the easement shown on said plat and specifically prohibiting the construction and/or operation of stock pens, feed lots, dump grounds, privies, tile or concrete sanitation sewers, cess pools, septic tanks, septic tank drain fields, drilling of improperly constructed water wells of any depth and all other construction or operation that could create an insanitary condition within, upon or across the above described tract of land;
2. This sanitation control permits the construction of homes or building upon same, provided, however, that all septic tanks, septic tank drain fields, drilling of improperly constructed wells of any depth and other construction and/or operations that could create an insanitary condition within, upon or across same are specifically prohibited.

THESE RESTRICTIONS ARE IMPOSED UPON THE WITHIN DESCRIBED EASEMENT FOR THE PURPOSE OF COMPLYING WITH THE REGULATIONS OF THE PUBLIC UTILITIES COMMISSION AND THE LAWS OF THE STATE OF TEXAS.

FIRST HERITAGE CORPORATION

BY: *Dick Kingo President*



This instrument was acknowledged before me on the 28 day of March, 1983, by *Dick Kingo* of *First Heritage Corporation* a Texas corporation, on behalf of said corporation.

My commission expires:

*May '85*

*Judy Hughes*  
Notary Public, State of Texas  
Notary's Printed name: *Judy HUGHES*

STATE OF TEXAS }  
COUNTY OF HOOD }

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly RECORDED in the Volume and Page of the named RECORDS of Hood County, Texas, as stamped herein by me.

FILED FOR RECORD  
AT *3:25 PM*

MAR 28 1983

*Opazette Able*

Mark County Court, Hood County, TX.



*Opazette Able*  
4-1-83

County Clerk, Hood County, Texas

1008-307

2. Dedicator for itself, its successors, assigns or licensees, reserves in each instance the right to add additional restrictive covenants in respect to said properties so conveyed, or to limit therein the application of the covenants contained herein.

3. Dedicator reserves unto itself alone the right to subdivide and/or resubdivide lots within the Subdivision, which it may do in its sole discretion.

4. ~~Dedicator reserves unto itself alone~~ the right to locate water wells, storage tanks, common and/or recreational facilities, if any, for the benefit of all property owners in the Subdivision.

#### RESTRICTIONS

1. USE: All of said lots, tracts, or portions thereof shall be used exclusively for residential purposes and no service or merchandise will be offered for sale or hire thereon except upon those lots so designated by the Dedicator. Incorporated herein are conditions set out under Architectural Committee, infra.

a. Commercial Lots: The following lots may be used for business or commercial purposes: Tract A and Tract B along Highway 144.

b. Multi-Family Sites: The following sites in Section One are designated for multi-family use and Dedicator may amend and change said sites or lots to single family use at his discretion if in his judgment the change would benefit and be compatible with the Subdivision: Block 3, Lots 4 through 12.

c. Prime Water and Front View Sites: No residence shall be constructed on any of the following lots in Section One which have less than 1,650 square feet of living area, exclusive of porches and garages: Block 1, Lots 1 through 4; Block 2, Lots 1 through 3; Block 3, Lots 1 through 3.

d. Rear Section Residential Sites: No residence shall be constructed on any of the following lots which have less than 1,100 square feet of living area, exclusive of porches and garages: Block 8, All lots.

e. Lake Front Bungalow Sites: No residence shall be constructed on any of the following lots in Section One which have less than 900 square feet of living area, exclusive of porches and garages, and all plans must be approved by Dedicator prior to construction to insure continuity and compatibility of design: Block 1, Lots 13 through 27.

f. Off Water View Sites: No residence shall be constructed on any of the remaining lots in Section One which have less than 1,350 square feet of living area, exclusive of porches and garages.

g. Sales Office: The Dedicator at his discretion may designate lots for a sales office.

2. SINGLE UNIT, QUALITY: Not more than one single family dwelling house may be erected or constructed on any one lot except Block 3, Lots 4 through 12 in Section One, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. If more than one lot is used for construction of a dwelling house such combined lots shall be considered as one lot for the purposes of these restrictions. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding or similar material on outside walls. No campers, tents, shacks, mobile homes or similar structures shall be erected, moved to, or placed upon said premises. All building exteriors must be completed within six months from the date the construction commences. The exterior materials of the main residential structure and any attached garage (or other attached car parking facilities) on all lots shall be not less than twenty-five percent (25%) masonry. All buildings of frame construction and fences shall be painted with at least two coats of paint and shall be maintained in an adequate cover of paint.

3. SIZE, SET BACK: No building shall be nearer than five (5) feet to the property line of any abutting property owner. No porch or projection of any building shall extend nearer than that distance noted on recorded plats of Heritage Heights to any road right-of-way.

~~4. NUISANCES~~ ~~---No noxious or offensive trade or activity shall be carried on~~ upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No swine, livestock, or poultry shall be kept on any lot. No "For Sale" or other sign except Developer's signs during initial sales, shall be displayed for the public view with the exception of a sign not more than three (3) square feet by a builder during construction. Hunting or the shooting of firearms is strictly prohibited within the Subdivision. The owner of each lot shall keep grass, weeds and vegetation trimmed or cut so that the same shall remain in a neat and attractive condition; upon any failure of the owner so to do within thirty (30) days after notice to said owners of such condition, then Dedicator or its agents may enter upon said lot to remove the same at the expense of the owner, provided that such cost to the owner shall not exceed Twenty-five Dollars (\$25.00) per lot annually. The owner of each lot shall not block, interfere with or alter any drainage easement shown on any recorded plats in the Subdivision.

5. CARBAGE AND TRASH DISPOSAL: No lots shall be used as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such materials should be kept in a clean, sanitary and slighty condition. During the construction of improvements, no trash shall be burned on any lot except in a safe incinerator, and, unless so burned, shall be removed by the lot owner and at owner's expense to a location designated by Dedicator.

6. SEWAGE, WATER SUPPLY: No outside toilets shall be installed or maintained and all plumbing shall be connected to a septic tank constructed and installed in accordance with the rules of State Health Department, or other regulatory agency having jurisdiction. No individual water wells shall be allowed on any lot without permission from Dedicator, and each resident shall use the water supply, if any, from Dedicator, its successors, assigns, or licensees. The owner of each lot shall pay a water tap fee, and such fee may change from time to time.

7. LOTS BORDERING ON LAKE GRANBURY: All lots bordering on Lake Granbury shall be subject to the rules and regulations governing sanitation, flood easement, buildings, boat docks, and safety as provided by the Brazos River Authority, Waco, Texas. No buildings will be erected below elevation 697 msl.

#### ARCHITECTURAL COMMITTEE

There is hereby created the Heritage Heights Architectural Control Committee (referred to above as the "Committee") which shall consist of three members appointed by the Dedicator. The majority of the Committee may designate a representative to act for it. In the event of a death or resignation or failure to serve by any member, the remaining members shall have full authority to designate a successor and if they cannot agree on a successor, Dedicator shall designate a successor. Neither the members of Committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this conveyance.

No building, fence or other structure shall be erected, placed or altered on any lot in such residential area until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building, fence or structures, drives and parking areas) and construction schedule shall have been APPROVED IN WRITING by Committee, its successors or assigns. Refusal of approval of plans, location or specifications, which in the sole and uncontrolled discretion of the Committee shall seem sufficient. No alteration in the exterior appearance of any building, fence or structure shall be made without like approval by the Committee. One (1) copy of all plans and related data shall be furnished the company for its records. If said

Committee fails to approve or disapprove said plans, specifications, and/or plot plans within thirty (30) days after same have been submitted to it, it will be presumed that the same have been approved.

No plans will be approved unless the proposed house will have the minimum required square footage of the living area of the structure (exclusive of porches, whether open or screened, garage or other car parking facilities, terraces, driveways and servant's quarters) OR not less than the respective amounts for each of the designated particular types of lots set out above under paragraph 1 of Restrictions.

Neither Dedicator nor members of Committee or its representatives shall be liable in damages to anyone submitting the plans to them for approval or to any owner or lessee of any lot affected by these restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with approval or disapproval of any such plans submitted.

#### MISCELLANEOUS PROVISIONS

1. DURATION OF COVENANTS: All covenants, restrictions and affirmative obligations set forth in this declaration shall run with the land and shall be binding on all parties and persons claiming under them to specially include, but not limited to, the successors and assigns, if any, of the Heritage Land and Development Corporation for a period of thirty-five (35) years from the execution date of this declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such change in covenants has been recorded, agreeing to change said covenants in whole or in part.
2. ASSIGNMENT: Any and all of the rights, powers, and reservations Dedicator has herein retained may be assigned to any person, corporation or association which shall assume the duties pertaining to the particular rights, powers, and reservations assigned and upon any such person, corporation or association evidencing their or its consent in writing to accept such assignment, assume such duties, he/it/or they shall, to the extent to such assignment, shall have the same right and power and be subject to the same obligations and duties as are given and assumed by Dedicator herein.
3. BINDING: Every person who now or hereafter owns or acquires any rights, title or interest in and to any property in Subdivision 1a and shall be conclusively deemed to have consented and agreed to each and every covenant, condition, reservation, and restriction contained herein whether or not any reference to this declaration is contained in the instrument by which such person acquired an interest in the property.
4. EFFECT: Any owner or lienholder of any of the property shall have a legal cause of action for damages or injunctive relief against any person who has violated or attempted to violate any one or more of the provisions hereof. The failure to enforce any rights, reservations, restrictions, or conditions contained in this declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.
5. DEVIATIONS: Dedicator reserves the right to make minor deviations to the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out.
6. OTHER: Whenever the Dedicator is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any lot owner, or on the easement areas adjacent thereto entering the property and taking such action shall not be deemed a trespass.
7. PARTIAL INVALIDITY: The invalidity, violation, abandonment, waiver of or any failure to enforce any one or more of or any part of the provisions of this

document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

EXECUTED this 17th day of December, 1976.

WITNESS:

HERITAGE LAND AND DEVELOPMENT CORPORATION

by:

Bill Ward  
BILL WARD, President

Attest:

Dock Ringo  
DOCK RINGO, Secretary

THE STATE OF TEXAS )  
                                  )  
COUNTY OF HOOD        )

BEFORE ME, the undersigned, a Notary in and for said County and State, on this day personally appeared BILL WARD and DOCK RINGO, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said HERITAGE LAND AND DEVELOPMENT CORPORATION, a corporation, and that they executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of December, 1976.

Clydene Chamberlain  
NOTARY PUBLIC in and for Hood County,  
Texas

*Filed 12/14/76  
@ 4:45 PM*

FILED FOR RECORD THE 14 DAY OF Nov. 1976 AT 9:51 A.M.

RECORDED THE 20 DAY OF Dec 1976 AT 8:30 A.M.

Cathy Goodenick  
DEPUTY

DORIS DYER, COUNTY CLERK  
HOOD COUNTY, TEXAS