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DEDICATION
AND
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS Y
 Y
COUNTY OF BELL Y

I. Property Description

The undersigned, W. Howard Wright, individually and as Trustee, is the owner of a certain tract of land consisting of approximately 70.988 acres out of the F. H. Miller Survey, located in Bell County, Texas, and more particularly described in Exhibit "A" attached hereto.

II. Dedication

The undersigned herewith adopts the plat designating the above described property as Pecan Creek, Section One, a subdivision of Bell County, Texas, and does hereby dedicate to the public forever the streets and alleys, parks and parkways shown thereon.

III. Reservation of Easements, Use

The undersigned also reserves for the mutual use and accommodation of all public utilities desiring to use or using the same, those portions of the property designated "utility easements" on the attached plat. No buildings, fences, trees, shrubs, or other improvement will be constructed, placed, or permitted on, over, or across such utility easements, and any public utility shall have the right to remove from such easements, and to maintain such easements free of all of parts of any buildings, fences, trees, shrubs, or other improvements or growths that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection, efficient service, or removal of all or any part of its respective system on or from the utility easements without the necessity at any time of procuring the consent or permission of anyone.

IV. Use Restrictions

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the above referenced plat and the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and which shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

(1) Easements

(A) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(B) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservations, and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, his and its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights-of-way are reserved.

(2) The subdivision shall be occupied and used only as follows:

(A) Single Family Residence

Each lot shall be used as a residence for a single family and for no other purpose.

(B) Businesses

No business of any kind shall be conducted on any residence with the exception of the business of declarant and the transferees of declarant in developing all of the lots of this subdivision.

(C) Noxious or Offensive Activity

No noxious or offensive activity or nuisances shall be carried on in or on any lot with the exception of the business of declarant and the transferees of declarant in developing all of the lots.

(D) Signs

No sign of any kind shall be displayed to public view on a lot, except customary name and address signs and lawn signs of not more than 15 square feet in size advertising a property for sale or rent.

(E) Livestock, Animals and Poultry

No animals, livestock, or poultry of any kind, except as set out below, shall be raised, bred, or kept on any lot. However, dogs, cats, and other household pets may be kept on lots so long as they are not kept, bred, or maintained for commercial purposes. However, each owner may keep a horse and cow, or two of either, only. If such an animal or animals are kept, a barn or stable must be erected and must be of a quality so as not to distract or detract from other property.

(F) Rubbish, Trash

No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot, except in sanitary containers located in appropriate areas concealed from public view.

(G) Fences

No fence, hedge, wall, or other dividing instrumentality over 6 feet in height measured from the ground on which it stands shall be constructed or maintained on any lot.

(H) Outbuilding, Residence

No outbuilding, basement, tent, shack, garage, trailer, mobile home, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.

(I) Building Set Back

(i) No building shall be located on any lot nearer to the front lot line, or nearer to the side street line, than the minimum building set-back line of 50 feet.

(ii) No building shall be located nearer than 25 feet to any interior side line, except that no side yard will be required for any barn or other permitted accessory building located as much as 50 feet from minimum set-back line.

(J) Resubdivision

No tract, irrespective of its present size, shall be resubdivided into smaller tracts or parcels of land for the purpose of sale or leasing. There shall be only one dwelling per tract.

(K) Dwellings, Area

All main dwelling structures shall not have less than 1,200 square feet of heated living area, exclusive of garages, carports, porches, and other accessory buildings.

(L) Dwellings, Exterior

The exterior of all main dwellings and attached accessory buildings shall be of brick, stone, rough sawed cedar, redwood or any other type of materials, being in harmony with the site, setting and quality of the development.

(M) Trucks and Vehicles

Trucks with tonnage in excess of three-quarters ton shall not be permitted to park overnight on the streets, driveway or lot, and no vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision.

(N) Service Areas

All service yards, garbage can area, drying yards, L.P. gas tank facilities, and sewage facilities, shall be screened from view from all sides.

(O) Driveways

No driveway or access road to a lot shall be constructed without provisions for drainage of surface water along designated right-of-way, nor without asphalt paving or concrete paving being installed between the street or road paving and the lot line.

(P) Sewage Facilities

No open or outdoor privies shall be allowed. All septic tanks or sewage disposal facilities must be constructed to meet the requirements of Bell County and Texas Department of Health, or other applicable rules and regulations.

(Q) Maintenance

All owners shall be required to maintain their respective lot, or lots, at all times, including the property from the lot line to the street paving so as to maintain a neat and sanitary condition throughout the subdivision.

(R) Activities of Declarant

(i) Declarant or the transferees of declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant's

transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by declarant, declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;

(c) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; and

(d) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of subdivision lots.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.

V. General Provisions

(1) Enforcement

Declarant and/or owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements and reservations, now or hereafter imposed by the provisions of this declaration. Failure by declarant, or 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.

(2) Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

(3) Amendments

Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than the owners of three-fourths (3/4) of the lots in this subdivision.


(4) Subordination

No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

(5) Duration

The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the declarant or any owner of a lot for a period of twenty (20) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots.

WITNESS MY HAND this 30th day of September, 1977.


W. Howard Wright, Individually and
as Trustee

STATE OF TEXAS |
 |
COUNTY OF BELL |

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared W. Howard Wright, individually and as Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration and in the capacities therein expressed.

William A. [Signature]
Notary Public in and for
Bell County, Texas

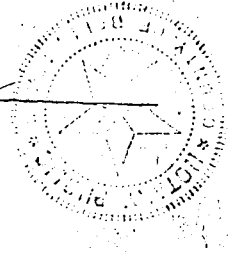


Exhibit "A"

Being a tract of land out of the F. H. Miller Survey, Abstract No. 571, in Bell County, Texas, and being out of and a part of that certain 400 acre tract described in a deed to Wm. O. Maedgen, et ux, and of record in Vol. 557, Page 591 of the Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said 400 acre tract an iron pin for the southeast corner of this;

THENCE N. 70 deg. 36' 28" W. 1839.81 ft. along the south line of said 400 acre tract to an iron pin for the most southerly southwest corner of this;

THENCE N. 19 deg. 10' 23" E. 800 ft. to an iron pin for an ell corner of this;

THENCE N. 70 deg. 36' 28" W. 1089.01 ft. to an iron pin in the east margin of a county road for the most western southwest corner of this;

THENCE N. 19 deg. 10' 23" E. 560 ft. along the east margin of said road to an iron pin for the northwest corner of this;

THENCE S. 70 deg. 36' 28" E. 1,000 ft. to an iron pin for a corner of this;

THENCE S. 59 deg. 18' 22" E. 51.03 ft. to an iron pin for a corner of this;

THENCE S. 70 deg. 36' 28" E. 1877.82 ft. to an iron pin in the east line of said 400 acre tract for the northeast corner of this;

THENCE S. 19 deg. 07' 50" W. 1350.0 ft. along the east line of said tract to the place of beginning, containing 70.988 acres.

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FILED FOR RECORD THE 28 DAY OF OCTOBER 1977, AT 4:15 P.M.
MRS RUBY MCKEE, COUNTY CLERK
BY _____ BELL COUNTY, TEXAS
DEPUTY