

THE STATE OF TEXAS

COUNTY OF BURLESON

WHEREAS, BEAVER CREEK DEVELOPERS, a partnership, is the owner of a tract of land out of the J. W. BELL LEAGUE and JOHN S. COX LEAGUE, in Burleson County, Texas, which tract is being platted into a Subdivision to be known as designated a BEAVER CREEK, SECTION ONE, according to a plat which is recorded in Volume 140, Page 380 of the Deed Records of Burleson County, Texas, and to which plat and its record reference is here made; and,

WHEREAS, it is the desire and intention of Beaver Creek Developers to restrict the use and occupancy of the tracts of land lying within the boundaries of said subdivision in order to insure an orderly and uniform use of said subdivision; and,

WHEREAS, BEAVER CREEK LANDOWNERS, INC. has been duly incorporated under the laws of the State of Texas as a non-profit corporation, for the purpose of providing supervision and enforcement of restrictions and to promulgate rules and regulations relating to the use of community facilities in said subdivision and for other similar purposes;

NOW, THEREFORE, BEAVER CREEK DEVELOPERS, for and in consideration of the premises and to create a uniform plan of development and use of the tracts of land within said Subdivision, does hereby impose the following restrictions, covenants and conditions upon the said subdivision, to-wit:

- (1) The covenants herein contained shall be binding and effective for a period of ten (10) years from March 1, 1972, after which time 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 the acreage in said Subdivision with each owner entitled to one vote for each acre or fraction thereof shown by the recorded plat to be contained in his tract, has been filed for record prior to the end of the ten (10) years or the end of any succeeding ten (10) year period, agreeing to change said covenants in whole or in part.

- (2) If the parties hereto or any of them or their heirs or any assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning any real property situated in said Subdivision or Beaver Creek Land Owners, Inc., a Texas Corporation, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants either to prevent him or them from so doing, or to recover damages, or other relief due for such violation. Invalidation or abandonment of any of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

If any person violates or fails to strictly comply with any of the covenants, restrictions or conditions herein set forth by Beaver Creek Land Owners, Inc. and if such persons fails or refuses to cure or remove such violation or non-compliance within 30 days after receiving notice from Beaver Creek Land Owners, Inc., then Beaver Creek Land Owners, Inc. may enter, without committing a trespass, to the violating property in order to remove or abate such violation and charge the expense thereof to the owner as a lien against such property.

- (3) No swine of any kind shall be raised, bred or kept on any tract. Other animals may be kept and maintained on such tracts, but they shall not be kept in such numbers or in any such manner as to become an annoyance or a nuisance in the neighborhood. Beaver Creek Land Owners, Inc. shall have the right to make, publish and enforce reasonable rules and regulations pertaining to the use of tracts for the purpose of keeping and maintaining animals thereon. The judgment of the board of directors of such corporation as to whether or not animals are being kept and maintained in compliance with these restrictions and with such rules and regulations shall be conclusive, final and binding on all parties.
- (4) No building may be constructed or maintained on any parcel of land containing less than one-half (1/2) acre, and the person or persons constructing or maintaining such building shall own not less than one-half (1/2) acre in one contiguous parcel, which shall include the land upon which such building is, or is to be located. However, it is understood and agreed that this provision shall not prohibit the construction or maintenance of a building on Tracts 69, 71, 72, 73, 116, 117, 118, 119, 122, 123 and 124, as shown on the recorded plat of said subdivision, each of such tracts containing less than one-half (1/2) acre.

The enclosed ground floor area of any structure intended for human habitation, including trailer houses or mobile homes, shall not contain less than 600 square feet, exclusive of open porches and garages.

No second hand structures shall be moved on any tract without the prior written consent and approval of the Architectural Control Committee as herein established. No second hand building materials shall be used for the exterior construction of any structure on any tract.

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The exterior of all structures shall be painted with not less than two coats of good paint, unless the exterior material is pre-finished or does not commonly require painting, subject to the prior approval of the Architectural Control Committee.

All mobile homes or other similar structures shall have decorative skirting installed and maintained from the floor level to the ground level around the entire perimeter of such structure as approved for sightliness by the Architectural Control Committee.

- (5) No structure, other than fences, shall be located on any tract nearer to the front or rear tract line, or nearer to the side road line than the minimum building setback lines shown on the said recorded plat. No building shall be located nearer than 10 feet to an interior tract line, or nearer than 10 feet to the sideline of the parcel of land upon which such improvements are to be constructed, if such parcel is less than an entire tract, as shown by the recorded plat of said Subdivision. No building shall be built or maintained on any easement shown on said recorded plat.
- (6) No sign of any kind shall be displayed to the public view on any tract, except with the prior written consent of Beaver Creek Land Owners, Inc.
- (7) No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage or other waste materials 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.

- (8) No noxious or offensive trade or activity shall be carried on upon any tract or any of the roads in said subdivision nor shall anything be done thereupon which may be or become an annoyance or nuisance to the neighborhood. The judgment of the Board of Directors of Beaver Creek Land Owners, Inc. as to whether or not any such trade or activity violates this restriction shall be conclusive, final, and binding on all parties.
- (9) No cesspool shall be dug, used or maintained on any tract. When a residence or other living quarters is constructed on any tract, it shall provide an inside toilet and shall be connected with a septic tank. Drainage of septic tank into roads, drainage courses or open ditches is strictly prohibited. All septic tanks and connecting installations shall be installed and maintained in strict accordance with the rules and regulations of the State Board of Health and all other applicable governmental regulations. No outside toilets may be constructed or maintained on any tract.
- (10) There shall be no shooting or discharging of firearms in said subdivision.

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- (11) The parks and recreational facilities shown on said recorded plat are hereby dedicated for the sole and exclusive use and benefit of the owners of tracts of land out of and a part of said Beaver Creek, Section One, and any subsequent additional sections of Beaver Creek Subdivision which may hereafter be developed and platted by the undersigned. No person shall be permitted to be an owner for the purposes of this provision, unless such person is the owner of a parcel of land containing not less than one-half (1/2) acre or is the owner of one or more of Tracts 69, 71, 72, 73, 116, 117, 118, 119, 122, 123 and 124, as shown on the recorded plat of said subdivision, each of such tracts containing less than one-half (1/2) acre in the said Beaver Creek Section One or any subsequent section of Beaver Creek Subdivision. Such facilities may be used by such owners, the members of their immediate families, and their guests when accompanied by an owner or a member of his immediate family. Guests without being so accompanied, may not use any such facilities.

Beaver Creek Land Owners, Inc. shall have the right to make, publish and enforce rules and regulations pertaining to the use of such facilities. Anyone who violates, fails or refuses to comply with the rules and regulations so promulgated by Beaver Creek Land Owners, Inc. may be prohibited from using such facilities.

- (12) Each and every tract shown on said recorded plat is hereby subjected to an annual maintenance charge at a rate to be determined by the Board of Directors of Beaver Creek Land Owners, Inc., a Texas Corporation, for the purpose of creating a fund to be known as "Beaver Creek Maintenance Fund", to be paid by the owner or owners of each such tracts, in conjunction with a like charge to be paid by the owners of other tracts in said Subdivision which said charge shall be payable annually in advance to Beaver Creek Land Owners, Inc., on January 1 of each year, commencing January 1, 1973. Such annual maintenance charge shall be \$8.00 per acre (acreage of each tract to be determined by the number of acres shown on the recorded plat) for the years 1973 and 1974. If a person owns less than two (2) acres of land, the maintenance charge to be paid by such owner shall be equal to the amount to be paid by the owner of two (2) acres. Thereafter the rate shall be set and determined annually by the Board of Directors of Beaver Creek Land Owners, Inc. In no event, however, may such rate be increased by more than 20% of the preceding annual rate.

If such maintenance charge is not paid on or before January 31 of the year when due, a penalty equal to 10% of such maintenance charge shall be added thereto. An additional penalty equal to 1% of the amount of such maintenance charge shall become due and payable on the first day of each month thereafter and continuing until such maintenance charge and all penalties are paid. If an attorney is employed for the purpose of enforcing the collection of such maintenance charge, the owner of the tract of land which is subject to such maintenance charge shall be bound and

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obligated to pay a reasonable attorney's fees, which shall be not less than \$25.00, and shall further be obligated to pay all costs of court and other expenses incurred in collection of such maintenance charge.

To secure the payment of such maintenance charge, a vendor's lien will be retained against the tracts out of said subdivision, the premises and improvements thereon, in deeds from the undersigned in favor of Beaver Creek Land Owners, Inc., its successors and assigns, and it shall be the same as if a vendor's lien was retained herein in favor of the undersigned and assigned by proper assignment to Beaver Creek Land Owners, Inc., without recourse on the undersigned in any manner for the payment of said charge and indebtedness.

Beaver Creek Land Owners, Inc., shall apply the total funds arising from such charge, so far as the same may be sufficient, toward the payment of expenses incurred for any and all of the following purposes: constructing and maintaining sport and recreational facilities, improving, beautifying and maintaining parks, parkways, right of way easements, esplanades, bridle paths and other public areas, collection and disposing of garbage, ashes, rubbish, and the like; payment of legal and all other expenses in connection the enforcement of all recorded covenants, restrictions and conditions affecting said property to which annual maintenance charge applies, payment of all reasonable and necessary expenses in connection with the collection and administration of said maintenance charge, employing policemen and watchmen, providing fire protection, caring for vacant tracts, and doing any other thing necessary or desirable which in the opinion of Beaver Creek Land Owners, Inc., may be desirable to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgment of the Board of Directors of Beaver Creek Land Owners, Inc. shall be final and conclusive as long as such judgment is exercised in good faith. As to this or hereafter developed sections of said Subdivision on which a maintenance charge is collected from the owners of the tracts therein similar to the foregoing charges, the maintenance fund composed of charges collected from the several owners of this and such other sections of said Subdivision may be expended for the purposes above enumerated, in all of any of such sections in which the maintenance charge is collected.

Beaver Creek Land Owners, Inc. shall annually publish a financial statement of account of collections and expenditures of such maintenance fund, and shall mail a copy thereof to each land owner to the last known address of such landowner.

- (13) Drainage structures used under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be minimum of 1-3/4 square feet (18 inch diameter pipe culvert) or of such larger size as may be required to insure proper drainage. Culverts must be used for driveways and for walks, and shall be installed in a manner that will not obstruct the

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flow of water in ditches and their inside bottom must be even with or below the level of the ditch. Beaver Creek Land Owners, Inc. shall have the right to make, publish and enforce reasonable rules and regulations pertaining to installation and maintenance of drainage structures.

- (14) No building or other above ground structures (except fences, roads, driveways, or drainage structures) shall be erected, altered, or placed on any lot or tract in said subdivision until the building plans, specifications and plot plan showing the location of such building or structure have been approved in writing (as to compliance with these restrictions), by a majority of an Architectural Control Committee to be appointed by the board of directors of Beaver Creek Land Owners, Inc. The board of directors of Beaver Creek Land Owners, Inc. shall have the right to appoint, remove, or change the members of such Architectural Control Committee from time to time, at its sole discretion.

In the event said committee or its designated representative fails to approve or disapprove such plans and location within 30 days after such plans and specifications have been submitted to it, such approval will not be required and this covenant shall be deemed to have been fully complied with.

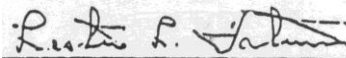
Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services pursuant to this covenant.

- (15) No building material of any kind or character shall be placed or stored upon any tract until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the tract or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets. After improvements are begun, work in progress shall be continuous and shall be prosecuted with reasonable diligence until all improvements are completed in accordance with plans submitted and approved by the Architectural Control Committee.
- (16) All rules and regulations made by Beaver Creek Land Owners, Inc. as hereinabove provided shall have the same force and effect as if incorporated as an express covenant herein.

EXECUTED this the 31st day of May, 1972.

BEAVER CREEK DEVELOPERS

BY:



LESTER L. TATUM General Partner

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THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared LESTER L. TATUM, 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 therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of May 1972.

L. Howard Coker 461
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS
COUNTY OF BURLESON

I, JOHN J. TOUPAL, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 27 DAY OF June 1972 AT 3:00 O'CLOCK P.M., AND DULY RECORDED ON 27 DAY OF June 1972 AT 4:45 O'CLOCK P.M., IN THE Deed RECORD OF SAID COUNTY, IN VOL. 200 PAGE 455-461

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN CALDWELL, TEXAS, THE DAY AND DATE ABOVE WRITTEN.

BY Rozelle Kermegay DEPUTY

JOHN J. TOUPAL
COUNTY CLERK, BURLESON COUNTY, TEXAS