

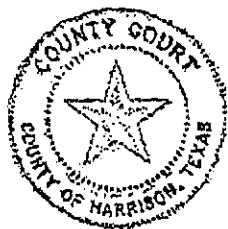
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RESTRICTIONS

10 Pages

| FILED AND RECORDED – OPR                                                                                                                                                                                                                                   | CLERKS NOTES |
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| <p>On: <u>01/05/2015 04:02 PM</u></p> <p>Document Number: <u>2015-000000110</u></p> <p>Receipt No: <u>1500144</u></p> <p>Amount: \$ <u>58.00</u></p> <p>By: <u>Ann Turner</u>, Deputy</p> <p><b>Patsy Cox, County Clerk<br/>Harrison County, Texas</b></p> |              |



STATE OF TEXAS  
COUNTY OF HARRISON

I hereby certify that this instrument was filed on the date and time stamped hereon by me  
and was duly recorded in the Official Public Records of Harrison County, Texas.

Patsy Cox, Harrison County Clerk

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Record and Return To:



NEWLAND PROPERTIES  
3920 FM 2879

LONGVIEW, TX 75650

## COVENANTS AND RESTRICTIONS

ON AND FOR

# Hillcrest Trails Phase II Subdivision

UNIT 1

## A RESTRICTED SUBDIVISION

STATE OF TEXAS

\*

\* KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRISON

\*

SCOTT NEWLAND, hereinafter termed DEVELOPER, being the owner of all the property constituting the Hillcrest Trails Phase II SUBDIVISION, Unit 1, as shown by plat of record in the David Hill Survey, Abstract No. 93, Gregg County, Texas and Abstract No. 301, Harrison County, Texas, *Harrison* does hereby impress said property with the following restrictive covenants and conditions for the purpose of providing a uniform building program upon said property and to insure the present and future owners that said property will be developed into a desirable residential area:

### 1. RESTRICTED RESIDENTIAL AREA

The restrictive covenants herein contained shall apply equally to all lots and to every residence erected upon every lot in Hillcrest Trails Phase II Subdivision, Unit 1, according to the plat thereof recorded in the David Hill Survey in Gregg County, Texas and Harrison County, Texas.

### 2. LAND USE

No lot shall be used except for residential purposes. No building or structure shall be erected on any individual lot other than one single family dwelling and its customary and usual accessory structures, except as specifically prohibited herein. Prohibited structures, uses and operations shall include, but not be limited to, duplex houses, apartments, commercial, and professional uses (except for the initial construction and sale of single-family dwellings), drilling for oil, gas or other minerals or placing or maintaining on the premises any equipment, property, or structure of any kind incident to any oil, gas or other mineral operation. The storage of automobiles, road building equipment, trucks, or others machinery for the purposes of operating a contracting service or similar business from the residence is expressly prohibited.

No lot may be clear-cut (removal of all trees), nor may healthy oak trees with a minimum diameter of 10 inches, measured 18 inches above ground level, be cut except as is necessary for construction of improvements.

No retail business or other business involving the regular presence on the premises or within the subdivision of customers, clients, patients, etc., shall be operation on any lot within the subdivision.

### 3. STRUCTURAL RESTRICTIONS

Any building erected on any individual lot shall have exterior wall construction material comprising at least seventy (70) percent of the total exterior wall area of brick or brick veneer, stone or stone veneer. It is provided, however, that the Architectural control committee shall have the discretionary authority to approve variances in the use and type materials if such design is deemed in keeping with the architectural quality of the SUBDIVISION. Exterior wall material exclusive of the required masonry above shall be of standard structure. All mailboxes shall be constructed of brick or stone matching the residence. Lettering on mailboxes and signs must be of professional quality.

All shops and/or storage buildings must have 50% of front side matching the house.

No building in excess of two and one-half (2 ½) stories in height shall be erected on any individual lot.

No antenna (shortwave, CB, TV, etc.) may be erected on any lot that is higher in space than 50 feet above the ground on which the residence is located.

### 4. GARAGES

Each dwelling erected will include a minimum of a two-car garage and such garage shall be a side-entry, not facing the existing street. The garage shall be constructed with a minimum width of 20 feet. All garages shall be a part of the residence or shall be attached thereto by a breezeway or porte-cochere. It is provided, however, that the Architectural Control Committee shall have the authority to approve variances in the placement of any such garage and shall furnish evidence of such approval in writing. Front entryway garages will be accepted by approval of Developer in some cases.

Set-back restrictions herein provided shall likewise apply to such garages.

### 5. DRIVEWAYS

Plans and specifications for driveways shall be submitted along with building plans for approval by Architectural Control Committee. Driveway culverts shall be a minimum of 24 feet in length and shall have a minimum diameter as approved by the County, but in no event less than 18 inches. In order to match the concrete roads, only concrete will be accepted for driveways.

## 6. DRAINAGE

Each purchaser of a lot in said subdivision shall develop the lot in such manner as to avoid any significant diversion or alteration of the natural flow of water on and across said lot.

## 7. BUILDING LOCATION

No structure of any type shall be erected on any lot nearer to the front property line than 40 feet for ½ acre and 50 feet for 1 acre and up; and no structure of any type shall be erected closer to the interior side lot lines or the rear lot line than 10 feet. On corner lots, no structure shall be erected closer to the side lot line next to the street than 40 feet. No occupied dwelling or additions may be constructed within 40 feet of the rear property line.

## 8. ARCHITECTURAL CONTROL COMMITTEE

No building shall be erected, placed or materially altered on any lot in the Subdivision until two complete sets of building plans (including front elevation) and specifications have been delivered to the Architectural Control Committee designated as hereinafter provided, and until such building plans and specifications shall have been approved in writing by the Architectural Control Committee as being in conformity and harmony with the external design and location of the existing structures of the Subdivision and in compliance with the restrictions herein contained. One copy of such plans and specifications shall be retained by the committee and the second copy shall be returned to the owner of the lot with the approval of the Architectural Control Committee appropriately endorsed thereon.

The DEVELOPER shall have authority to appoint the Architectural Control Committee, to remove with or without cause any person serving on the Committee, to designate the number of persons on the Committee, and fill vacancies in the Committee. The DEVELOPER shall have the power to delegate the above responsibilities to the Committee at any point in time. The Committee is authorized to delegate to one or more representatives, the authority to perform the duties of the Architectural Control Committee as set forth herein. In the event that the above responsibilities are so delegated and the Architectural Control Committee at any time fails or refuses to appoint a successor Committee, the owners of the majority of the total lots in the Subdivision, including all Units developed, as determined on a lot basis, shall have the right to elect or appoint, from time to time, a successor Architectural Control Committee.

In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove any building plans and specifications within fifteen days after the same are submitted to it, and if the plans comply with all provisions contained in these restrictions, the Architectural Control Committee shall be deemed to have approved such plans.

The Architectural Control Committee may, in its absolute discretion, approve in writing such variations from these restrictions as said Committee deems not to be inconsistent with the general tenor and purpose of these restrictions.

The Architectural Control Committee and its representatives shall have the authority but not the obligation to inspect the erection of each dwelling upon the lots comprising a part of said Subdivision, and to require the owner and contractor to discontinue the erection of such dwelling until the above requirements have been complied with, and said Architectural Control Committee, in so doing, shall not be guilty of any trespass, tort, or interference with the terms of performance of any contract. The members of the Architectural Control Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions thereof. The Architectural Control Committee will be final.

Plans, specifications, request for variances, or any other required documents shall be submitted to the Architectural Control Committee by delivery to Scott Newland the office of Hillcrest Trails Phase II at 3920 FM 2879, Longview, Texas.

#### 9. MINIMUM SIZE REQUIREMENTS

The minimum size of each single-story dwelling of the air-conditioned living area of floor space shall not be less than 2650 square feet for lots.

The width of the front of the main structure shall be in harmony with other dwelling in the Subdivision.

#### 10. TEMPORARY STRUCTURES, MOBILE OR MODULAR HOMES

No mobile, trailer, modular or prefabricated homes shall be delivered or erected on any lot in this Subdivision. The intent of this clause shall be to preclude the use of "manufactured" houses, either delivered in whole or in components for erection on site.

No structure of a temporary character shall be used on any lot at any time as a residence, either temporarily or permanently. The DEVELOPER, or any other person authorized by the DEVELOPER may maintain within the Subdivision temporary sales or construction offices. Any such construction or sales office shall be removed within thirty days after written request to move same is delivered to the record owner of the lot by the Architectural Control Committee.

#### 11. RELOCATION OF BUILDINGS

Construction of new buildings only shall be permitted within the Subdivision. It is the intent of the covenant to prohibit the moving of any existing structure onto a lot and remodeling or converting same into a dwelling unit.

#### 12. FENCES

Any fence built by a property owner which extends past the front of his house must be approved by the Architectural Control Committee. No chain link, barbed wire,

chicken wire, hog wire, or similar fence shall be allowed. However, small pens suitable for the confinement of domestic pets as provided herein may be constructed of chain link such as a dog run but must be in rear of house and not visible from road.

### 13. ROOFS

All buildings constructed on said property will provide for a roof pitch of 10" to 12" minimum. Any deviation of roof pitch must be approved by the Architectural Control Committee. The roof may be constructed with wood shingles or shakes, concrete tile or composition shingles weighing a minimum of 240 pounds per square (10' X 10'), and a minimum 25 year warranty or rustic color.

Certain other types of roofing may be approved by the Architectural Control Committee, but only after specific review and approval.

### 14. SWIMMING POOLS

Absolutely no above ground swimming pools of any kind will be allowed in Hillcrest Trails Phase II subdivision. This includes but is not limited to above grounds with manufactured metal walls, inflatable above ground pools, above ground pools constructed with pvc pipe, etc. In-ground pools will be allowed.

### 15. VEHICLES

Trucks, buses, or any vehicles with tonnage in excess of ¾ ton shall not be permitted to park on the streets, driveways or lots overnight, and no vehicles of any size which normally transports, flammable or explosive cargo may not be kept in the Subdivision at any time. No motor home, travel trailer, campers or inoperable automobile will be left on the street or parked in the front, side or back yards of any lot. Boats, boat trailers, motorcycle trailers, or utility trailers must be stored in the backyard. No junk cars, cars not in running condition, or cars without current license plates may be kept in the Subdivision unless they are inside a closed building or storage.

### 16. PETS, LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot for commercial purposes.

No person owning any lot shall keep domestic animals in a number in excess of that which he may use for the purpose of companionship of the private family, but in no event more than two grown dogs and two grown cats. Domestic animals may be quartered on the premises as pets. All dogs must be confined to the owner's lot at all times except when on leash. Dogs are not allowed to run at large in this Subdivision. **\*\* No vicious breed of dogs are allowed under any circumstances within the subdivision, vicious breeds include but are not limited to; all breeds of pit bulls, rottweilers, doberman pinschers.\*\***

The term "domestic animals" specifically excludes hogs, sheep, cattle, goats, guinea, fowls, pea fowls, chickens, turkeys or other animals that may interfere with quietude, health or safety of the community.

#### 17. SIGNS

No signs or flags for advertising purposes shall be displayed to the public view by Home Owners or Builders, excepting only signs of customary dimensions (2' X 3' maximum) advertising a lot or home for sale.

#### 18. GARBAGE AND REFUSE STORAGE AND DISPOSAL

Garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition and shall be stored in the back yard of all lots. No garbage or other waste will be stored in the side yards or front yard of any lot. No lot shall be used or maintained as a dumping ground for rubbish or trash. Each property owner must arrange for or contract for the regular removal of all household garbage from the premises. No household garbage shall be burned, buried or otherwise disposed of on a lot or within the Subdivision.

#### 19. SEPTIC SYSTEMS

Each Buyer must install an aerobic system and drain field, on the lot which meets all State and County requirements prior to occupying any residence on the lot. All septic systems must be maintained in such a manner as not to constitute or create a nuisance.

#### 20. DEBRIS AND MOWING

Owners of lots, whether built on or not, must keep each lot free of debris. If at any time, an owner of any residential lot shall fail to control debris that is on a lot, the DEVELOPER or its assigns shall have the right to go on said lot and clean and bill the owner of record for charges. The assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment, together with interest thereon, shall be the personal obligation of the person who was the owner of such lot at the time when the assessment occurred. Each and every owner of any lot within this Subdivision, by the acceptance of a deed or other conveyance of such lot, shall be deemed to covenant and agree to pay such assessments.

The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

Should any dwelling or outbuilding be damaged beyond repair by fire, wind, or other acts of God, the remaining wood and debris shall be taken down and disposed of properly within thirty days of such act or the DEVELOPER, after written notification of intent to do so, may cause such removal and have the cost charged to the owner and assessed as a lien against the property as outlined above.

Each owner shall mow or cause to be mowed the lot and right-of-way adjacent to said lot at least three times per year, once between April 1 and June 15, once between June 15 and August 15, and once between August 15 and October 31. The Developer may, but shall not be required to, cause each mowing to be performed and billed to the owner and assessed against the property as outlined above.

## 21. GRASS

Each owner shall have 30 days to sod the yard upon completion of construction.

## 22. NUISANCES AND OFFENSIVE ACTIVITIES

No obnoxious 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 owners or occupants of the neighborhood.

## 23. EASEMENTS

All easements shown on the above described Plat for the purposes of installation and maintenance of public utilities and all easements hereafter granted for such purposes by the undersigned shall be strictly observed by each owner or purchaser of any lot and shall not be in any manner obstructed so as to defeat or hinder any such easements.

## 24. RESUBDIVISION

No lots within the subdivision shall be divided into two or more parcels.

## 25. HOMEOWNERS ASSOCIATION

All lots will be required to participate in a Homeowner's Association with annual dues of \$300 to be collected on July 1 of every year. Any homeowner not paying scheduled dues within 90 days, a lien will be applied to existing lot or home and collected at time of selling, with applied interest of 12 percent.

The association shall have and is hereby granted a lien upon each lot for the purpose of securing any assessment levied against each Lot owner. Such lien shall be subordinate to any valid mortgage against any lot to secure the purchase of a lot or improvements constructed thereon. In the event any legal action becomes necessary to collect assessments or foreclose the assessment lien by judicial action, then the Association shall be entitled to recover all costs and expenses incurred including reasonable attorney fees and court costs.

**Membership:** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or living unit which is subject by covenants of record to assessment by the Association, including purchasers under contract for deed (Executory Contract), shall be a member of the Association (provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member), and any person or entity who acquired any such fee or undivided fee

interest shall be deemed to have accepted membership and assumed all obligations thereof.

**Homeowner's Associations:** The Homeowner's Association, organized as a nonprofit organization under the the Texas Non-Profit Corporation Act, operating under the name of Hillcrest Trails Homeowner's Association, is charged with the duties and vested with the powers prescribed by law, in it's articles of Incorporation and Bylaws, and is charged with the exclusive management and control of the Common Properties after title to the Common Properties is conveyed to the Association and with exclusive management and control of any private drives.

## 26. VALIDITY, SEVERABILITY, AND ENFORCEMENT

If any condition, covenant, or restriction herein contained, or any portion thereof, shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant, or restriction, each of which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulations promulgated by Harrison/Gregg County, then such municipal requirement shall control.

Any deed or legal instrument (except deeds of trust, mortgage, or other similar security agreements) purporting to convey, transfer or assign any interest in any land within the Subdivision, shall contain appropriate language to expressly subject the land within such conveyance, transfer, or assignment to all the covenants and restrictions set forth herein and any amendments hereof.

Violation or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bonafide lien or other similar security instrument which may be existing on any residential lot in the Subdivision.

Each of the conditions, covenants, restrictions, and agreements herein contained is made for the mutual benefit of and are binding upon each and every person acquiring any part of the Subdivision since it is intended that the Subdivision shall be developed for residential purposes only, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Subdivision. This instrument, when executed, shall be filed for record in the Official Records of Harrison/Gregg County, Texas, so that each and every owner or purchaser of any portion of the Subdivision is on notice of the conditions, covenants, restrictions, and agreements herein contained.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for violation, or both. The Architectural Control 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.

Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The captions used in connection with paragraphs herein are for convenience only and shall not be deemed to construe or limit the meaning of the language herein.

## 27. DURATION

The covenants and restrictions herein above set forth, each of which shall be deemed to be a condition subsequent, shall run with the land and shall be binding upon the undersigned and all persons claiming under the undersigned and the respective successors, heirs, and assigns until July 1, 2027 and said restrictions shall be automatically extended thereafter for successive ten-year periods unless a three-fourths majority, to be determined on a lot basis, of the then owners of the total lots in the Subdivision including all Units developed, shall in writing change or modify the same in whole or in part by action taken during the year 2026 or during the last year of any succeeding ten-year renewal period.

The conditions, restrictions, stipulations and agreements contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of 54 of the 62 lots being located in both Hillcrest Trails phase I and phase II, and unless said amendment is recorded in the Official Records of Harrison/Gregg County, Texas.

BY:

  
SCOTT NEWLAND, President

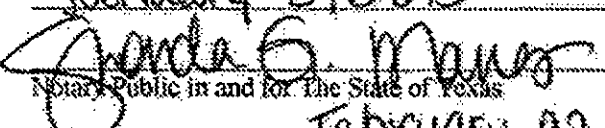
STATE OF TEXAS

County of Harrison/Gregg

Before me the undersigned Notary Public, on this day personally appeared Scott Newland and acknowledged to me that he executed the above instrument for the purposes and consideration therein expressed and in the capacity above stated.

GIVEN UNDER MY HAND AND SEAL of Office this:

January 5, 2015 DATE

  
Notary Public in and for the State of Texas

My Commission Expires

February 22, 2016

