

RESTRICTIVE COVENANTS FOR  
HICKORY CREEK ESTATES, PHASE III  
MINEOLA, TEXAS

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STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WOOD

THAT GLEN THURMAN BUILDER, INC. to be referred to in these covenants as "Developer", does hereby impose the following covenants, restrictions, easements and charges upon the real property platted and recorded in Volume 9, Page 264 of the Plat Records in the Office of the Wood County Clerk of Wood County, Texas under the name of HICKORY CREEK ESTATES SUBDIVISION, PHASE III, a residential addition located in Wood County, Texas. Said restrictions, easements and charges shall be covenants to run with the land and shall be binding on all parties now or hereafter owning or having, by written contract or oral agreement, the use of lots in said subdivision. Developer further stipulates and provides that any person, group of persons, or entity owning lots in the subdivision may enforce these restrictions, and that beneficiaries of recorded easements may enforce said easements, at law or in equity, against any person or persons violating or attempting to violate any of the below listed covenants, restrictions or easements, to-wit:

1. Property may be used for residential purposes only, except that "home office/telecommuting" or other such non-public activities of the resident are permitted. No part of the property may be used as a showroom or manufacturing facility for such activities and no customers or employees may be received on the property.
2. Only one single family residence, per one-half acre of land, may be placed, erected or be permitted to remain on the property.
3. No hogs, goats, cattle, horses, sheep, chickens or other animals considered undesirable in a residential addition shall be raised, bred or kept on any property within the subdivision. Dogs, cats or other ordinary and usual domesticated household pets may be kept for the pleasure of the residents of the property. However, such dogs, cats or other household pets shall not be raised, bred or kept for commercial purposes. Any animals residing in the subdivision shall not become a nuisance or health hazard for any of the residents of the property.

4. No tent, shack, manufactured home, mobile home, modular home or other off-site construction home, garage apartment, stable or barn nor any other temporary structure shall be placed, erected or be permitted to remain on the property.
5. All motor vehicles and trailers must be parked on a hard surface driveway. All drives and parking areas must be constructed of concrete, asphalt, or oil sand. No vehicles can be kept at the edge of road or in front lawn area of a residence.
6. All trailers, non-commercial and recreational vehicles must be stored behind the front of a residence structure. These vehicles must be kept on a hard surfaced parking pad. If an awning is constructed for a recreational vehicle or trailer, it is considered as one detached storage building. No trailer, van, camper, or recreational vehicle shall be used as a dwelling while located within the subdivision, except that temporary visitors arriving in such vehicles will be permitted to occupy them up to seven consecutive days, but not more than fourteen days in any two consecutive calendar months.
7. The only disabled, unlicensed or unregistered vehicles that can be kept on the property are vehicles undergoing restoration. Except for recreational vehicles, no vehicles rated larger than one ton by the manufacturer can be parked, kept, or stored on the property. Except for recreational camper trailers, no trailers with a single axle weight capacity over 9,000 pounds can be parked, kept, or stored on the property.
8. No part of the property shall be used or maintained as a dumping ground for rubbish, trash or abandoned cars, and no garbage or other waste shall be kept except in sanitary containers. No owner or user of the property shall park, place or cause to remain on the property or knowingly permit to remain on the property, any dismantled automobile, abandoned automobile, racing automobile, truck-tractor, motorcycle remains or lawnmower remains.
9. No fence shall be located on the property which is nearer the street than the front wall of the residence structure. Any privacy fences must be constructed in a manner and of materials that are not considered undesirable to the Developer. No barbwire or concertino wire fences are allowed. However ornamental fences may be erected in front lawn areas.
10. The Developer, its successors or assigns, must approve, in writing, any Builder constructing any structure on the property.
11. All structures, including storage buildings and fences, must be approved, in writing by the Developer, its successors or assigns, prior to construction.
12. No property owner shall change the natural elevation of their property to cause water runoff to drain excessively onto or puddle on any other property in the addition.

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13. Each property owner, and any successive property owner, of property in Hickory Creek Estates, Phase III, is automatically and mandatorily a member in Hickory Creek Estates Homeowner's Association whenever such Association is formed by the Developer, its successors or assigns.
14. Design and floor plan approvals by the Developer will be superseded by the Hickory Creek Estates Homeowner's Association, hereinafter referred to as "Association" whenever same is formed by the Developer, its successors or assigns. Once the Association is established, these responsibilities will permanently revert to the Homeowner's Association.
15. No building or structure, other than walks, drives, fences and retaining walls, shall be nearer than three (3) feet to either side or within three (3) feet of a rear property line and a setback to the front of a residence structure from the edge of the platted County Road of twenty-five (25) feet. Under special circumstances, in the opinion of the Developer, its successors or assigns, the Developer, its successors or assigns may revise the specific setback requirements to accommodate individual situations. All dimensions given in this paragraph, front, rear and sides are considered setbacks for the purposes of these restrictions.
16. Only two (2) detached buildings may be located on any one lot. These detached buildings may be located on the side and rear lawn areas only. These structures must be placed behind the front wall of the residence structure. These structures must be completely flashed and trimmed. Exception to this restriction is made for any lot with platted County Road on more than one side of the lot. Baked enamel siding is permitted but sheet metal and corrugated tin of a type commonly used on barns is expressly prohibited.
17. When approved in writing by the Developer, two or more lots can be joined together for the purpose of establishing a single lot. For the purpose of these restrictions, the adjoining property will be treated as a single lot. The Developer can rescind the effects of adjoining multiple lots.
18. A lot may be divided between two adjacent lots, in which case each lot and that added portion of the divided lot adjacent to it shall, for the purpose of these restrictions, assume the character of a single lot, and the division line then becomes the boundary between the now contiguous lots.
19. Only new site built structures can be erected as a residence on the property, utilizing new building materials as approved by the Developer, its successors or assigns.
20. All homes must be comprised of a minimum of 1600 square feet of heated and cooled living space. A minimum of 2000 square feet of under roof area is required. All residential structures must utilize a side entry garage if the design includes a garage. Exception to this restriction is made for any lot with platted County Road on

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more than one side of the lot.

- 21. Construction activities must be complete six months from the date construction commences.
- 22. A Utility and Drainage Easement is hereby created on the three (6) feet adjacent to the side and rear property lines. Beginning at the edge of the platted County Road Property and following the entire length of the platted County Road, there is a fifteen (15) foot Utility Easement established on all property fronting the platted County Road and future County Road designation. Easement is granted for maintenance and upkeep of subdivision signage on Lot 58. No additional space can be taken beyond original design for this signage.
- 23. These Restrictive Covenants may be amended. These amendments are to be effective when signed by the Developer; its successors or assigns and filed in the Real Property Records of Wood County, Texas.
- 24. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

DATED this 28 day of June, 2004.

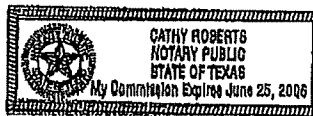
GLEN THURMAN, President

*[Signature]*

STATE OF TEXAS  
COUNTY OF WOOD

This instrument was acknowledged before me on the 28 day of June, 2004, by GLEN THURMAN, President of GLEN THURMAN BUILDER, INC., on behalf of said corporation and in the capacity stated.

*[Signature]*  
Notary Public, State of Texas



00021893

Return to

GLEN THURMAN BUILDER, INC.

P.O. Box 496

Mineola, TX 75773

00021893

Filed for Record in  
Wood County

On: Jun 28, 2004 at 11:40

As a  
Recording

Document Number 00021893

Amount 15.00

Receipt Number - 89254

By  
Tanny Haricle

STATE OF TEXAS COUNTY OF WOOD  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the record records of  
Wood County  
as stamped hereon by me.

Jun 28, 2004

Honorable Brenda Taylor, County Clerk  
Wood County