

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
NORTH CREEK SUBDIVISION**

**1. LAND**

North Creek Land Company, LLC, together with its corporate or company subsidiaries, successors and assigns (but not including any person or entity merely succeeding in title to all or any portion of a lot, as hereinafter defined) is hereinafter referred to as “Developer” and is the owner of the real property located in Leon County, Texas (hereinafter called the “Land”), described by metes and bounds in Exhibit “A” attached hereto and made a part hereof for all purposes.

**2. SUBDIVISION**

Developer plans to create a residential community to be known as North Creek Subdivision by selling lots for the construction of one single family dwelling, and related permissible improvements, on each lot. The plan for North Creek Subdivision (the “Plan”) shall be generally as depicted in Exhibit “B” attached hereto and made a part hereof for all purposes. The Land and all or any part of a lot or parcel comprising a part of the Land, as shown on the Plan (herein a “Lot” or “Lots”, whether in whole or part), shall be subject to this Declaration of Covenants, Conditions and Restrictions (the “Covenants”).

**3. PURPOSE**

The land is hereby encumbered by the Covenants to ensure the best and highest use, and most appropriate development of the Land; to protect each and all of the Lot owners, including Developer (so long as Developer shall own all or any part of any Lot), and their respective heirs, executors, administrators, successors and assigns (herein, collectively, the “Owner” or “Owners”), against improper use of Lots; to preserve so far as practicable the natural beauty of the Land; to guard against the erection of poorly designed or proportioned structures, or the use of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each Lot with the appropriate locations; to secure and maintain proper setbacks from streets and adjoining lots; and, in general, to provide for development of the highest quality to enhance the value of the investments made by Owners.

#### **4. RESTRICTIONS ON LOTS**

##### **A. LAND USE**

All Lots shall be used only for residential or recreational purposes, or both. No Lot, except for all or any portion of the area located north of existing Farm to Market Road 1511 and designated as Tract 1 in the Plan, may be used for commercial purposes or for the operation of a visible business. There shall be no harvesting of timber for commercial purposes. If timber is harvested and sold from any Lot, the purchase of which is being financed by Developer, any proceeds from the sale of such timber shall be used to pay toward the principal sum owed to Developer on such Lot. Written permission must be obtained from Developer before timber is harvested and sold from any Lot which is being financed by Developer. If any Lot shall be sold by Developer or any Owner in part, such part may not be used for the construction, erection or maintenance of any structure of any kind.

##### **B. BUILDING TYPES**

Each Lot (or the remaining portion of any Lot from which a part of such Lot has been sold) shall be restricted to the construction of one single family residence of a permanent nature, whether occupied permanently or part time; PROVIDED, HOWEVER, that a detached garage, barn, boat shed and/or work shed may be erected on any Lot simultaneously with or subsequent to the construction of a single family residence.

##### **C. DWELLING SIZE**

All single family residences must have a minimum of one thousand two hundred (1200) square feet of living space.

##### **D. TEMPORARY STRUCTURES**

No structure of a temporary character, including, without limitation, a mobile home (unless permanently affixed to the ground and plumbed per the requirements in Section G. below), camper, RV, tent or shack, shall be considered or used as a permanent residence. Once a permanent single family residence is fully constructed or reconstructed on a Lot, the Owner of such Lot may have visitors with travel trailers stay on the Lot for no more than 30 days.

##### **E. BUILDING LOCATION**

No structure shall be erected or placed nearer than twenty (20) feet to any Lot boundary line.

F. DRIVEWAYS

All driveways shall include a culvert if a road ditch must be crossed to access the Lot. The size of the culvert shall meet Leon County specifications, as determined by the County Commissioners.

G. PLUMBING AND SEWER SYSTEM

All plumbing must be connected to a septic system approved and permitted by the TEXAS COMMISSION on ENVIRONMENTAL QUALITY (and/or any other governmental health authority having jurisdiction). See Leon County website under permits for more information.

H. LIVESTOCK, POULTRY AND HOUSEHOLD PETS

Dogs, cats or other common household pets may be kept on a Lot which has a completed single family residence, provided that same are not kept, bred or maintained for any commercial purpose. Livestock of any kind, including, without limitation, horses, cattle, poultry, ostriches, emus, peacocks, hogs or exotic animals of any kind not commonly kept in residential subdivisions may not be kept on any Lot; PROVIDED, HOWEVER, that any Lot, or any Lot which when combined with all or a portion of an adjacent Lot under common ownership of an Owner, of twenty (20) or more acres in size may be used by such Owner to keep not more than one horse for each full 10 acres of such Lot, OR one head of cattle for each full 10 acres of such Lot OR two goats for each full 10 acres of such Lot, provided that same are not kept, bred or maintained for commercial purposes.

I. GARBAGE AND REFUSE

Garbage, trash, or other rubbish of any kind shall not be permitted or allowed to accumulate on any Lot, nor shall any Lot be used as a junk, storage, or salvage yard. No unlicensed or non-running vehicles shall be permitted to remain on any Lot for more than 30 days (consecutive or nonconsecutive days).

J. NUISANCE

No obnoxious, dangerous or overtly offensive activities shall be engaged in or allowed to be performed upon any Lot, nor shall any activity be conducted or permitted thereon which may be or may become a nuisance to an adjacent or nearby Owner or to the subdivision generally. Any activity which is conducted in violation or in opposition to the purposes of these restrictions is prohibited. Nothing herein shall be deemed or construed to prohibit the use or discharge of firearms on any Lot in compliance with all applicable and valid laws, orders, ordinances and rules, whether local, state or federal.

K. MINING

No mining operations of any nature, whether personal, recreational, commercial or otherwise shall be carried out or permitted by any Owner on, under or within any Lot or part of a Lot.

**5. ENFORCEMENT**

The benefits and burdens of strict compliance with these Covenants inure to and bind all of the Owners of any portion of the Land and are intended to create mutual and reciprocal rights and obligations among all Owners. If the Owner of any Lot, or the tenant of any Owner, shall violate or attempt to violate any part of these Covenants, then any other Owner may prosecute judicial proceedings in any court of competent jurisdiction to seek any remedy available in law against the person or persons violating or attempting to violate such part of these Covenants. Nothing herein provides any affected Owner a right of entry or self help to cure or prevent any violation or attempted violation of these Covenants on another Lot or part of a Lot, nor is any property owners association or similar entity established by these Covenants or other document with the power to enforce these Covenants on behalf of the other Owners. The violation or attempted violation of these Covenants will result in irreparable damage to other Owners through the interruption of the peace and enjoyment of such other Owners, which damage cannot be adequately compensated in money damages, thus leaving such other Owners without an adequate remedy at law. Accordingly, a violation or attempted violation of these Covenants may not only give rise to an action for all remedies at law, but also for equitable remedies, including, without limitation, injunctive relief to prevent or restrain an attempted or ongoing violation, or mandatory injunctive relief force removal or cure of a violation. In the event enforcement actions are instituted and the enforcing party prevails, then in addition to the remedies specified above, the violator shall pay Court costs, the enforcing party's reasonable attorney's fees, and other filing, witness fees and costs associated with such enforcement action.

**6. SEVERANCE**

In the event any part of these Covenants is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining parts of these Covenants.

**7. TERMS OF RESTRICTIONS**

These Covenants shall run with and bind the Land and the Owner of any portion of the Land, including the Owner of all or any portion of a Lot, until May, 2039, at which time these Covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by the then Owners representing two-thirds or more of the

total acreage of the Land is duly executed and recorded to change these Covenants in whole or in part.

NORTH CREEK LAND COMPANY, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

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**ACKNOWLEDGEMENT**

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STATE OF TEXAS  
COUNTY OF LEON

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of North Creek Land Company, LLC,  
in the capacity and for the purposes therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

After recording, return to: North Creek Subdivision  
PO Box 809 Centerville, TX 75833

**EXHIBIT A: (Metes and Bounds placeholder)**

# EXHIBIT B: North Creek Subdivision Plan

