

RAYMOND JOHNSON CONSTRUCTION CO.

13.09

By: Raymond F. Johnson, President

To

The Public

21280

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SMITH

That RAYMOND JOHNSON CONSTRUCTION CO., a Texas corporation, acting herein, by and through its duly authorized officers, being the sole owner of the surface of the following described lands and premises lying and situated within Smith County, Texas, a part of the Robert Bartlett Survey, Abstract 129, and more particularly described as 33.039 acres, the Canyon Springs Addition Unit No. 1, recorded in Volume 9, Page 170 of the Plat Records of Smith County, Texas, to which Plat and the record thereof reference is here made for all purposes, in order to insure the use of such premises for attractive residential purposes as set forth in subject plat, to prevent nuisances and the impairment of the attractiveness of the property and to maintain the desired character of the community, does hereby impress said addition and each of the lots therein with the restrictive covenants hereinafter set out, which shall be covenants running with the land and shall be binding upon all persons acquiring such lots, and their heirs, successors and assigns.

Such restrictions, covenants and limitations are as follows, to-wit:

1. FULLY PROTECTED RESIDENTIAL AREA

The restrictive covenants herein contained shall apply equally to every residence erected upon every lot in the 33.039 acres of residential acreage in the Canyon Springs Addition, Unit No. 1, according to the plat of said addition filed of record in Volume 9, Page 170 of the Plat Records of Smith County, Texas.

2. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family residence, which shall have a height of either one story, two story or split-level at the option of the then owner, but in no event of a greater height than two-story. The exterior walls of each building exclusive of doors, windows, and gable areas shall not be less than 60% brick, brick veneer, stone veneer or masonry construction. Exterior wall material exclusive of the required brick, brick veneer, or other masonry construction area shall be of standard construction material selected and designed to add to the architectural appearance of the dwelling. Purchaser of a lot shall be required to maintain such lot in a generally clean condition, keeping it free from all unsightly undergrowth, weeds and vegetation prior to commencing construction.

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3. GARAGES AND CARPORTS

All garages and carports shall be a part of the residence or shall be attached thereto by a breezeway and the setback restrictions herein provided shall likewise apply to such garage or carport. No garage or carport shall be constructed less than 20 feet in width. PROVIDED, however, that garages or carports may be detached with written permission of the Architectural Control Committee.

4. DWELLING SIZE AND ROOF MATERIALS

The area of floor space, exclusive of porches, breezeways, terraces, garages and storage spaces shall not be less than 2,000 square feet on all lots of Unit No. 1 of Canyon Springs Addition. The roof on each residence, garage or other building constructed on said property shall be constructed of wood shingles or shakes, except that other types of material may be used in lieu of wood shingles or shakes if the roof is a 25 year bonded roof:

5. BUILDING LOCATION

No building shall be located on any lot nearer than 30 feet to the front lot line. No building shall be located nearer than 7-1/2 feet to an interior lot line, or nearer than 12 feet to any side street line. All houses shall face the street on which the narrow dimension of the lot is located.

6. FENCES

No fence shall be constructed or allowed to remain in front of the minimum setback line, and no fences shall be erected in excess of six (6) feet in height except to form a screen around a travel trailer as provided in Item 18 of these restrictions.

7. NUISANCES

No noxious 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 neighborhood.

8. SIGNS

No signs of any kind shall be displayed to the public view on any lot except for the purpose of advertising the property for sale or rent by the builder and/or developer to advertise the property before and during the construction and sales period.

9. LIVESTOCK AND POULTRY

No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

10. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste 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.

11. SEWAGE DISPOSAL

It is contemplated that each individual lot will be serviced by an individual septic tank system since the Subdivision is presently outside the city limits and city sanitary sewers are not available. In an effort to maintain control over the quality of installment of each individual system the following minimums are established for the construction of individual septic tank systems:

Each dwelling will have not less than two tanks.

Total Capacity of tanks will not be less than:

3 bedrooms 2 baths	1,000 gals.
3 bedrooms 3 baths	1,200 gals.
4 bedrooms 2 baths	1,250 gals.
4 bedrooms 3 baths	1,450 gals.
5 bedrooms 3 baths	1,500 gals.
5 bedrooms 4 baths	1,700 gals.
5 bedrooms 5 baths	1,900 gals.

The inside depth of any tank should not be less than four feet.

"T" branches should be used for inlet and outlet devices to provide a means for venting the gases from the tank and absorption system through the house plumbing.

Minimum trench bottom area in square feet will be:

	With a percolation rate of:			
	6 to 15	16 to 30	31 to 45	46 to 60
	sq.ft.	sq.ft.	sq.ft.	sq.ft.
3 bedrooms 2 baths	600	750	925	1,200
3 bedrooms 3 baths	650	800	1,000	1,300
4 bedrooms 2 baths	800	1,000	1,250	1,600
4 bedrooms 3 baths	900	1,100	1,350	1,700
5 bedrooms 3 baths	1,000	1,250	1,525	2,000
5 bedrooms 4 baths	1,100	1,400	1,600	2,100
5 bedrooms 5 baths	1,200	1,600	1,700	2,200

If the trench is 24 inches wide the above number would be divided by 2 to determine the length of field line required.

The trench will have a minimum depth of 18 inches and a maximum depth of 36 inches. The trench width should not exceed 30 inches. The minimum space between adjacent edges of parallel trenches should be 5 feet.

Pipe should be laid in the trench with a minimum fall of 6 inches per 100 feet of pipe. There should be a minimum of 6 inches of gravel depth under the pipe and 2 inches of gravel cover on top of the pipe. A covering of straw, butcher paper or other decomposable material should be placed over the top of the gravel (tar paper or other impervious material should not be used) until the back fill becomes stabilized.

To insure proper compliance with the foregoing requirements, each Builder shall obtain an individual percolation test by a State of Texas licensed Sanitarian or an independent testing laboratory for each lot prior to commencement of construction. During construction of the structure, after the septic tank system is complete but BEFORE it is covered over with dirt, the Builder will obtain an inspection by a State of Texas licensed Sanitarian or an independent testing laboratory of the septic tank system, such inspection to insure that the foregoing minimums have been complied with. The Builder shall obtain a certificate from the Sanitarian or laboratory evidencing compliance with the foregoing. The certificate and the percolation report will be submitted to the Architectural Control Committee and the Committee will acknowledge in writing compliance with the provisions of this paragraph.

No individual sewage disposal system shall be permitted on any lot if city sanitary sewers are available within 500 feet.

12. RELOCATION OF BUILDINGS

Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit.

13. TEMPORARY STRUCTURES

No structure of a temporary character shall be used on any lot at any time as a residence, either temporarily or permanently. The Developer, Builders or any other person bonafidely engaged in the sale of lots or houses within said Subdivision or in the construction of improvements thereon may maintain within the Subdivision temporary sales or construction offices, any such construction or sales office to be removed within thirty (30) days after written request to move same is delivered to the record owner of the lot by the Architectural Control Committee.

14. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines or from the intersection of the street lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

16. SEVERABILITY

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

17. TRANSPORT VEHICLES

Trucks and buses with tonnage in excess of 3/4 ton shall not be permitted to park on the streets, driveways, or lots overnight and no vehicle of any size which normally transports inflammable or explosive cargo may be kept in the Addition at any time. No motor home nor travel trailer shall be parked or stored on any lot unless it is completely screened from sight of residents on all nearby lots.

18. ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plan, front elevation, specifications and a plan showing the location of the structure have been permanently filed with and approved by the Architectural Control Committee as to materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. In the event of front elevation of the proposed residential structure is not available, the Architectural Control Committee may approve the elevation which has been constructed. It will be the responsibility of the lot owner or his representative to take a member of the Architectural Control Committee to see the like elevation if he cannot submit a drawing of same.

19. MEMBERSHIP

The Architectural Control Committee is composed of two persons appointed by the President of RAYMOND JOHNSON CONSTRUCTION CO., of Tyler, Texas. In any event, RAYMOND JOHNSON CONSTRUCTION CO. shall have full authority to designate all successors to this committee. Any time the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. Any one member of the committee may act for the committee.

20. PROCEDURE

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall have the authority to

inspect the erection of each dwelling house upon the lots comprising a part of the said addition, 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 according to the State of Texas.

21. DURATION

These restrictions shall exist with respect to the premises above described for a period of twenty years from the date hereof, and shall be automatically extended for additional periods of five years unless prior to the expiration of such twenty year period, or of any subsequent five year period, a majority of the owners of the lots in such addition, in writing, agree to waive such restrictions.

22. MAIL BOX STANDARDS

All mail box standards are to be of masonry construction.

IN WITNESS WHEREOF, these presents have been executed on this 1 day of

August, 1980.

RAYMOND JOHNSON CONSTRUCTION CO.

By: Raymond F. Johnson
Raymond F. Johnson, President

ATTEST (Corporate Seal)

Jolene Johnson
Secretary

THE STATE OF TEXAS I

COUNTY OF SMITH I

BEFORE ME, the undersigned authority, on this day personally appeared RAYMOND F. JOHNSON, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said RAYMOND JOHNSON CONSTRUCTION CO., a corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of August, 1980.

MARTIN Z. SAMMONS, JR.
My Commission Expires
March 31, 1981

Martin Z. Sammons, Jr.
Notary Public in and for
Smith County, Texas

FILED
MARY MORRIS
COUNTY CLERK
150 AUG -5 AM 8:36
ST. CROIX DEUR
DEPUTY

FILED AT 4:36 O'CLOCK AM. ON THE 5 DAY OF August 1980
RECORDED AT 9:36 O'CLOCK A M. ON THE 23 DAY OF August 1980
MARY MORRIS, COUNTY CLERK, BY Beverly Mraz DEPUTY