

ROBERTS & MCAFEE, INC. -- TO -- THE PUBLIC

DEDICATION AND RESTRICTIONS OF TIMBERCREEK
CANYON, UNIT NO. 6, A SUBDIVISION OUT OF
SECTION NO. 21, BLOCK NO. 6, I.&G.N. RR CO.
SURVEY, RANDALL COUNTY, TEXAS

THE STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF RANDALL X

That ROBERTS & MCAFEE, INC., a Texas Corporation, hereinafter called "Developer", the owner of the following described property, has caused to be platted a subdivision of a part of Section No. 21, Block No. 6, I.&G.N. RR Co. Survey, Randall County, Texas, with streets and easements dedicated to the public use and with the restrictions, conditions and covenants as herein set forth, which said property is described as follows:

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TIMBERCREEK CANYON UNIT NO. 6

DESCRIPTION

BEGINNING at a point from whence the Northwest Corner of Section No. 21, Block No. 6, of the I. & G.N. RR. Company Survey, Randall County, Texas, bears North 1542.70 feet and South 89° 50' 40" West a distance of 1980.00 feet;

THENCE North 63° 36' 00" East a distance of 664.72 feet to a point;

THENCE North 49° 25' 30" West a distance of 124.87 feet to a point;

THENCE South 89° 38' 05" West a distance of 138.16 feet to a point;

THENCE North 67° 47' 35" West a distance of 99.50 feet to a point;

THENCE North 33° 26' 40" West a distance of 200.50 feet to a point;

THENCE North 63° 55' 00" East a distance of 19.00 feet to a point;

THENCE North 10° 05' 40" East a distance of 79.50 feet to a point;

THENCE North 36° 49' 50" West a distance of 128.63 feet to a point;

THENCE North 71° 24' 36" East a distance of 114.47 feet to a point;

THENCE North 75° 23' 43" East a distance of 127.00 feet to a point;

THENCE North 80° 03' 10" East a distance of 123.90 feet to a point;

THENCE North 71° 07' 56" East a distance of 115.50 feet to a point;

THENCE North 77° 46' 52" East a distance of 214.00 feet to a point;

THENCE North 73° 19' 28" East a distance of 135.83 feet to a point;

THENCE South 38° 24' 49" East a distance of 273.00 feet to a point;

THENCE South 31° 15' 56" West a distance of 25.30 feet to a point;

THENCE South 58° 44' 04" East a distance of 30.00 feet to a point, the beginning of a curve to the left whose center bears South 58° 44' 04" East a distance of 275.00 feet;

THENCE in a Southerly direction along said curve an arc distance of 108.82 feet to the end thereof;

THENCE South 8° 35' 36" West a distance of 86.70 feet to a point, the beginning of a curve to the right whose center bears North 81° 24' 24" West a distance of 119.12 feet;

THENCE in a Southwesterly direction along said curve an arc distance of 114.17 feet to the end thereof;

THENCE South 26° 29' 24" East a distance of 30.00 feet to a point;
 THENCE South 63° 30' 36" West a distance of 12.13 feet to a point;
 THENCE South 61° 03' 04" East a distance of 286.74 feet to a point;
 THENCE South 80° 24' 35" East a distance of 140.35 feet to a point;
 THENCE South 19° 16' 38" East a distance of 41.85 feet to a point;
 THENCE South 1° 30' 45" East a distance of 223.95 feet to a point;
 THENCE South 52° 14' 42" East a distance of 58.52 feet to a point;
 THENCE North 66° 17' 12" East a distance of 45.10 feet to a point;
 THENCE North 55° 04' 04" East a distance of 246.96 feet to a point;
 THENCE North 86° 15' 14" East a distance of 55.70 feet to a point;
 THENCE South 23° 43' 51" West a distance of 22.50 feet to a point;
 THENCE South 19° 16' 00" West a distance of 206.32 feet to a point;
 THENCE South 2° 11' 20" West a distance of 164.55 feet to a point;
 THENCE South 35° 48' 55" West a distance of 83.06 feet to a point;
 THENCE South 44° 55' 05" East a distance of 109.25 feet to a point;
 THENCE South 44° 21' 05" East a distance of 176.72 feet to a point;
 THENCE South 57° 11' 10" East a distance of 132.34 feet to a point;
 THENCE South 64° 53' 40" West a distance of 79.96 feet to a point;
 THENCE South 87° 17' 25" West a distance of 196.81 feet to a point;
 THENCE South 18° 08' 51" East a distance of 185.31 feet to a point;
 THENCE South 12° 22' 00" East a distance of 75.32 feet to a point;
 THENCE South 32° 29' 20" East a distance of 60.00 feet to a point;
 THENCE South 33° 33' 10" East a distance of 195.22 feet to a point;
 THENCE South 33° 05' 30" East a distance of 187.04 feet to a point;
 THENCE South 58° 26' 25" East a distance of 335.94 feet to a point;
 THENCE North 89° 53' 00" East a distance of 405.10 feet to a point;
 THENCE South 5° 12' 35" East a distance of 352.07 feet to a point,
 the beginning of a curve to the right whose center bears
 South 84° 47' 25" West a distance of 494.71 feet;

- THENCE in a Southerly direction along said curve an arc distance of 100.15 feet to a point, the beginning of a curve to the right whose center bears North 83° 36' 44" West a distance of 3333.02 feet;
- THENCE in a Southerly direction along said curve an arc distance of 140.45 feet to the end thereof;
- THENCE South 8° 48' 08" West a distance of 370.58 feet to a point, the beginning of a curve to the right whose center bears North 81° 11' 52" West a distance of 241.37 feet;
- THENCE in a Southwesterly direction along said curve an arc distance of 320.41 feet to a point the beginning of a curve to the right whose center bears North 5° 08' 20" West a distance of 586.33 feet;
- THENCE in a Westerly direction along said curve an arc distance of 101.31 feet to the end thereof;
- THENCE North 85° 14' 21" West a distance of 662.27 feet to a point the beginning of a curve to the right whose center bears North 4° 45' 39" East a distance of 201.68 feet;
- THENCE in a Northwesterly direction along said curve an arc distance of 197.62 feet to a point the beginning of a curve to the right whose center bears North 60° 54' 08" East a distance of 359.62 feet;
- THENCE in a Northwesterly direction along said curve an arc distance of 41.10 feet to the end thereof;
- THENCE North 22° 33' 01" West a distance of 545.67 feet to a point the beginning of a curve to the left whose center bears South 67° 26' 59" West a distance of 646.79 feet;
- THENCE in a Northwesterly direction along said curve an arc distance of 74.80 feet to the end thereof;
- THENCE North 29° 10' 34" West a distance of 230.90 feet to a point the beginning of a curve to the right whose center bears North 60° 49' 26" East a distance of 341.52 feet;
- THENCE In a Northerly direction along said curve an arc distance of 201.45 feet to a point the beginning of a curve to the left whose center bears North 85° 22' 47" West a distance of 155.42 feet;
- THENCE in a Northwesterly direction along said curve an arc distance of 124.67 feet to the end thereof;

THENCE North 41° 20' 27" West a distance of 544.74 feet to a point;
THENCE North 41° 19' 00" West a distance of 148.24 feet to a point
the beginning of a curve to the left whose center bears
South 48° 41' 00" West a distance of 99.26 feet;
THENCE in a Westerly direction along said curve an arc distance
of 127.71 feet to the end thereof;
THENCE South 64° 57' 47" West a distance of 238.14 feet to a point
the beginning of a curve to the left whose center bears
South 25° 02' 13" East a distance of 737.26 feet;
THENCE in a Southwesterly direction along said curve an arc distance
of 198.79 feet to the end thereof;
THENCE South 49° 30' 52" West a distance of 88.72 feet to a point;
THENCE North a distance of 1040.18 feet to the point and place of
BEGINNING and containing 101.787 acres, more or less.

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NAME

This subdivision shall be known as "TIMBERCREEK CANYON, UNIT NO. 6, out of Section No. 21, Block No. 6, I.&G.N. RR. Co. Survey, Randall County, Texas.

DURATION

These restrictions and covenants run with the land and are binding and effective until January 1, 1998, after which time said restrictions and covenants shall be automatically extended for ten year periods unless and until terminated or changed by a recorded vote of a majority of the then owners of the above described property.

ENFORCEMENT

Violation of the covenants and restrictions shall not effect a reverter, but violation of them may be restrained in a proceeding at law or equity without proof of irreparable damage or damages, for which any lot owner may recover.

Invalidation of one or more of the restrictions or covenants shall not affect the other provisions herein which shall remain in full force and effect.

RESTRICTIONS

1. All tracts shall be used exclusively for residential purposes only and not otherwise, and said tracts shall not be used or occupied for any purpose or activity incidental to or in any manner connected with the operation or conduct of a business or profession thereon. Provided, however, that ROBERTS & MCAFEE, INC., reserves unto itself, its successors and assigns, the right, during the period of development and sale of said subdivision, to use and occupy one or more of such tracts for any purpose associated with the development of said subdivision and the making, erection and sale of improvements to be constructed thereon.
2. No owner shall use or operate any motorcycle, motor boat, automobile, motor engine or motor vehicle which shall emit an unreasonably loud noise which causes material distress, discomfort, or injury to persons of ordinary sensibilities in the immediate vicinity.
3. No structure, tent, trailer, mobile home or other building or shelter shall be constructed or placed on any tract and used or occupied prior to the erection and completion of the main residential dwelling thereon.
4. No firearms shall be used or discharged, nor shall any hunting or target shooting by means of any devices, including but not limited to firearms, be permitted on any tract within this subdivision.
5. No old or secondhand structures shall be moved on any tract and all residences and accessory buildings shall be of new construction only, with the provision that used brick may be used in the construction of new residences or other improvements.

6. All buildings shall be set back at least thirty feet (30') from the front property line of the tract upon which the same may be constructed or maintained. No building shall be constructed or maintained upon any lot closer than eight feet (8') to the side tract line thereof, save and except that any buildings and structures otherwise permitted by this dedication, and situated upon the rear one-half (1/2) of any tract, may be located and maintained within three feet (3') of side tract lines. For the purpose of set-back requirements, eaves, steps and open porches shall not be considered as a part of the building to which they are affixed; provided, however that this clarification shall not be deemed or construed to permit any building or any portion thereof to encroach upon or hang over any other tract or tracts. Neither fences nor retaining walls shall be considered to be buildings with respect to the set-back requirements contained herein. Nothing contained herein shall be construed to prohibit the owner of one or more contiguous tracts, or parts thereof, from constructing a residence and other improvements upon such tract of land; and in such cases, the entire plot of land shall be considered a single tract for set-back purposes; provided, however, that no tract shall ever be divided into two or more smaller tracts or plots so as to result in increasing the number of building tracts.

7. The following restrictions with respect to the size and use of the dwellings shall be as follows:

(a) All residences constructed on Tracts 9, 10, 11, 16, 17, 18, 19 and 20, Block 2, shall contain a minimum of 1200 square feet in the living area thereof, exclusive of open porches, decks and garages.

(b) All residences constructed on Tracts 1 through 45, Blocks 3 and 4, shall contain a minimum of 1400 square feet in the living area thereof, exclusive of open porches, decks and garages.

(c) All residences constructed on Tracts 1 through 9 and Tract 12 through 15, Block 2, and Tracts 1 through 28, Block 5, shall contain a minimum of 1600 square feet in the living area thereof, exclusive of open porches, decks and garages.

(d) All residences constructed on Tracts 8 through 14, Block 1, shall contain a minimum of 1800 square feet in the living area thereof, exclusive of open porches, decks and garages.

8. No open cesspools, outside toilets or privies shall ever be permitted to be erected, constructed or maintained upon any tract within this subdivision. Metal, concrete or manufactured tanks of a minimum capacity of 500 gallons, with adequate subterranean fields shall be installed on each tract. The construction thereof shall be in such a manner that no harm or damage shall occur to the underground water.

9. No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. No cows, sheep, goats, swine, rabbits or other animals or other livestock may be kept upon any tract within this subdivision, except, however, that dogs, cats and other household pets shall be permitted, provided that the same are not kept for the primary purpose of breeding and commercial purposes. Provided, however, that the owner of each tract shall be permitted to keep a maximum of three horses for each tract for the personal use of the family only, and shall provide adequate stabling of such horses.

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11. No obstructions, diversion, bridging or confining of the existing channels through which surface water in time of rain or storms naturally flows upon and across any tract shall be made by any tract owner in such a manner as to cause damage to other tracts.

12. No grass, weeds or other growth shall ever be burned from the property and no trees or other natural growth except mesquite shall be dug up, cut, mutilated or destroyed except as may be necessary in connection with the construction of the dwelling or accessory buildings and then only with the approval of the Developer.

13. No signs, billboards, posters or advertising devices of any character shall be erected or maintained on any tract, save and except one sign of not more than ten (10) square feet may be erected upon property which is being offered for sale or for rent, and similar signs may be used by the said Developer or by a builder to advertise the property during the period of construction and sale.

14. Each home or residence shall be equipped with an incinerator which meets the requirements in safety and performance prescribed by the American Gas Association Testing Laboratory, or other recognized testing laboratory. No rubbish, junk, salvage or debris shall be burned upon any lot except within such incinerator. No rubbish, junk, salvage or debris of any kind or character shall ever be placed or permitted to accumulate upon any portion of such tracts so as to render said premises unsanitary, unsightly, offensive or detrimental to any other tract or tracts or to the occupants thereof.

15. No building, fence, wall, utility or other structure shall be erected, altered or maintained upon, under or above any tract unless plans and specifications therefor and a plot plan indicating the location of such structures upon the tract to be built upon have been approved in writing by the Developer. All buildings must be new construction and no old building shall be moved upon the property.

16. Prior to the commencement of any excavations, construction or remodeling or adding to any structure theretofore completed, there shall first be filed with the Developer a complete set of building plans and specifications therefor, together with a block or plot plan indicating the exact part of the building site the improvements will cover, as well as indicating the location of fences, walls, utilities and other structures and said work shall not commence unless the Developer shall endorse said plans as being in compliance with these covenants and said plans are otherwise approved by the Developer. In the event Developer fails to approve or disapprove in writing said plans within fifteen (15) days after their submission, then said approval will not be required. When all tracts in said subdivision have been sold by the Developer, said plans and specifications shall be approved by an Architectural Committee appointed by Developer. Such appointment shall be evidenced by an instrument filed for record in the Deed Records of Randall County, Texas.

EASEMENTS

There is hereby reserved for the benefit of any person, public utility or municipality furnishing gas, water or electricity, telephone and/or other utilities, the use of the streets, alleyways and easements as shown on the accompanying plat, for the purpose of

laying, operating, maintaining and removing pipes, poles, wires or other lines for the purpose of supplying utility service and connections to and with buildings constructed in this subdivision. Provided, however, the said Developer reserves unto itself, its successors and assigns, the exclusive right, franchise and privilege of furnishing water to all tracts within this subdivision for so long as the said Developer, its successors and assigns, shall desire to exercise such rights.

No building or other obstruction shall be erected upon or be permitted to remain upon any easement; and all easement areas shall be kept clear of overhanging limbs and branches and from shrubs and trees that might interfere with service lines or utility services; and in the absence of the owner of any lot keeping such easement areas free from such obstructions, overhanging branches, limbs, etc., then the person, public utility or municipality for whom the easement is reserved hereunder may clear such easement area of any such overhanging limbs, branches and obstructions without being liable in damages therefor.

PLAT

A plat of "TIMBERCREEK CANYON, UNIT NO. 6", showing the streets, alleys and utility easements and tract numbers has been previously prepared by Frank G. Harrison, Registered Public Surveyor, the certificate to such plat bearing the date of October 7, 1974, and having been approved by the County Commissioners of Randall County, Texas, on the _____ day of _____, 1975, which plat is made a part hereof, and is attached hereto, being a part of this dedication.

IN WITNESS WHEREOF, the said ROBERTS & MCAFEE, INC., a Texas Corporation, the owner of such property, has caused these presents to be executed by and through its duly authorized officers this

_____ day of _____, 19__

ROBERTS & MCAFEE, INC.

By: W.C. Roberts
W. C. ROBERTS, President

Attest:

C. Lane McAfee
C. LANE MCAFEE, Secretary

THE STATE OF TEXAS X
 X
COUNTY OF RANDALL X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. C. ROBERTS, 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 ROBERTS & MCAFEE, INC., a Texas 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 20th day of _____, 1975.



Jamice Long
Notary Public, Randall County, Texas

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133086

DEDICATION & RESTRICTIONS

Roberts & McAfee, Inc.
Re: Timbercreek Canyon
Unit #6

to

Public

FILED FOR RECORD

At 9 O'Clock A.M.

AUG 25 1975

LEWIS HUTTON

County Clerk, Randall County, Texas

By C. Deane Deputy

Recorded 8-26-75

#9 50

C. Lane McAfee
P. O. Box 1930
Amarillo, Texas 79105