

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

DEDICATION AND RESTRICTIONS OF TIMBERCREEK  
CANYON, UNIT NO. 5, A SUBDIVISION OUT OF  
SECTIONS NOS. 12 AND 21, BLOCK NO. 6, I&GN  
RR. COMPANY SURVEY, RANDALL COUNTY, TEXAS

THE STATE OF TEXAS    X  
                              X  
COUNTY OF RANDALL    X

KNOW ALL MEN BY THESE PRESENTS:

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 Sections Nos. 12 and 21, Block No. 6, I&GN 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:

Beginning at a steel stake in centerline of graded road set as the SW corner Unit 4, Timbercreek Canyon Subdivision whence the common corner surveys 11, 12, 21, 22, Block 6, I & GN RR Co Survey, Randall Co., Texas, bears N89°53'00"E /38.50' and N0°07'00"W 2985.20'.

THENCE N05°29'50"W,405.05' to PC of curve,  
THENCE Along curve to left, radius 141.64', a distance of 47.54',  
THENCE Along curve to left, radius 2552.00', a distance of 344.08',  
THENCE Along curve to left, radius 341.53', a distance of 48.22',  
THENCE Along curve to right, radius 2119.00', a distance of 534.51',  
THENCE N26°05'18"W,142.45' to PC of curve,  
THENCE Along curve to right, radius 866.61, a distance of 477.54',  
THENCE N5°29'02"E,201.29' to PC of curve,  
THENCE Along curve to left, radius 241.51', a distance of 222.66',  
THENCE N47°20'22"W,50.00' center of cul-de-sac,  
THENCE N55°07'02"W,332.76' to edge of bluff,  
THENCE S71°22'18"W,93.4',  
THENCE Along curve to right, radius 127.07', a distance 126.35',  
THENCE N75°50'14"W,98.18',  
THENCE Along curve to right, radius 91.70', a distance of 159.06',  
THENCE N64°44'15"W, 238.47',  
THENCE S 0°38'20"E,48.38',  
THENCE S6°00'32"W,94.51',  
THENCE S41°59'15"W, 114.04',  
THENCE S38°24'49"E,273.00',  
THENCE S31°15'56"W,25.30',  
THENCE S58°44'04"E,30.00',  
THENCE Along curve to left, radius 275.00', a distance of 108.08',  
THENCE S 08°35'36"W,86.7',  
THENCE Along curve to right, radius 119.12', a distance of 114.17',  
THENCE S26°29'24"E,30.00',  
THENCE S63°30'36"W,12.13'.  
THENCE S61°03'04"E,286.74',  
THENCE S80°24'35"E,140.35',  
THENCE S19°16'38"E,41.85',  
THENCE S 01°30'45"E,223.95',  
THENCE S52°14'42"E,58.52',  
THENCE N66°17'12"E,45.10',  
THENCE N55°04'04"E,246.96',  
THENCE N86°15'14"E,55.70',  
THENCE S23°43'51"W,22.50',  
THENCE S19°16'00"W,206.32',  
THENCE S2°11'20"W,164.55',

VOL 519 PAGE 37

THENCE S35°48'55"W,83.06',  
THENCE S44°55'05"E,109.25',  
THENCE S44°21'05"E,176.72',  
THENCE S57°11'10"E,132.34',  
THENCE S64°53'40"W,79.96',  
THENCE S87°17'25"W,196.81',  
THENCE S18°08'51"E,185.31',  
THENCE S12°22'00"E,75.32',  
THENCE S32°29'20"E,60.00',  
THENCE S33°33'10"E,195.22',  
THENCE S33°05'30"E,187.04',  
THENCE S58°26'25"E,335.94',  
THENCE N89°53'00"E,375.00' to place of beginning and containing 37.77 acres,  
more or less.

VOL 519 PAGE 38

NAME

This subdivision shall be known as "Timbercreek Canyon, Unit No. 5", out of Sections Nos. 12 and 21, Block No. 6, I&GN 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 as 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 1 through 22, 24 through 26, and 28 through 30, shall contain a minimum of 1600 square feet in the living area thereof, exclusive of open porches, decks and garages.

(b) All residences constructed on Tracts 23 and 27 shall contain a minimum of 1800 square feet in the living area thereof, exclusive of open porches, decks and garages.

(c) All residences constructed on Tracts 31 and 32 shall contain a minimum of 2000 square feet in the living area thereof, exclusive of open porches, decks and garages.

(d) All residences shall be detached single family dwellings, not exceeding two stories in height.

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.

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.

VOL 519 PAGE 40

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. 5", showing the streets, alleys and utility easements and tract numbers has been previously prepared by Charles L. Cox, Registered Public Surveyor, the certificate to such plat bearing the date of February 4, 1974, and having been approved by the County Commissioners of Randall County, Texas, on the 11th day of February, 1974, 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 14<sup>th</sup> day of March, 1974.

ROBERTS & McAFEE, INC.

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

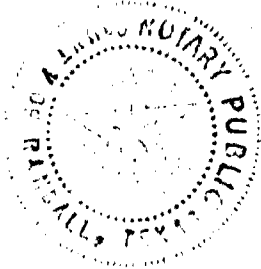
ATTEST:

C. Lane McAfee  
C. LANE McAFEE, Secretary-Treasurer

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 14 day of Mar., 1974.



*Beverly Hamblen*  
Notary Public, Randall County, Texas

EVOL 519 PAGE 41

115056

DEDICATION AND RESTRICTIONS  
OF TIMBERCREEK CANYON #5

Roberts & McAfee, Inc.  
Re: Timbercreek Canyon #5

to

Public

**FILED FOR RECORD**

At 9:00 O'Clock A.M.

MAR 21 1974

LEROY HUTTON  
County Clerk, Randall County, Texas

By W. C. Roberts  
Deputy

Recorded: 3-22-74

\$5.50 pd

W. C. Roberts  
Box 7010  
Amarillo, Texas 79105

27 VOL 519  
PAGE 42