

ROBERTS & MCAFEE, INC. - TO --- THE PUBLIC
DEDICATION AND RESTRICTIONS OF TIMBERCREEK
CANYON, UNIT NO. 9, A SUBDIVISION OUT OF
SECTION NO. 21, BLOCK NO. 6, I&GN RR. COMPANY
SURVEY, RANDALL COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF RANDALL

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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 Section No. 21, Block No. 6, I&GN RR. Co. Survey, Randall County, Texas, with streets and easements dedicated to the public use with the restrictions, conditions and covenants as herein set forth, which said property is described as follows:

BEGINNING at the Southwest corner of Section No. 21, also being the Northwest corner of Section No. 44, the Northeast corner of Section No. 45 and the Southeast corner of Section No. 20, all in Block No. 6, I&GN RR. Co. Survey, Randall County, Texas;

THENCE North $00^{\circ} 12' 05''$ East along the West line of Section No 21, a distance of 1497.15 feet to a $5/8''$ iron rod set in the Palo Duro Creek;

THENCE North $56^{\circ} 49' 30''$ East, 61.67 feet to a $1/2''$ rod;

THENCE North $47^{\circ} 44' 13''$ East, 100.25 feet to a $1/2''$ rod;

THENCE North $41^{\circ} 03'$ East, 90.48 feet to a $1/2''$ rod;

THENCE North $03^{\circ} 57' 05''$ East, 184.26 feet to a $1/2''$ rod;

THENCE North $32^{\circ} 14' 47''$ East, 127.98 feet to a $1/2''$ rod;

THENCE South $40^{\circ} 38'$ East, 256.95 feet to a $1/2''$ rod;

THENCE North $66^{\circ} 14' 23''$ East, 300.00 feet to a $1/2''$ rod in the bottom of a gully;

THENCE North $40^{\circ} 17' 11''$ West, 341.36 feet to a point in the Palo Duro Creek;

THENCE North $53^{\circ} 45' 16''$ East along the Palo Duro Creek, 237.18 feet to a point;

THENCE South $51^{\circ} 31' 09''$ East up a gully at a distance of 25.0 feet pass a $1/2''$ iron rod at a total distance of 173.85 feet a $1/2''$ rod;

THENCE South $84^{\circ} 07' 59''$ East, 515.86 feet to a $1/2''$ rod set on the edge of the caprock;

THENCE South $16^{\circ} 14' 08''$ East along the edge of the caprock 195.22 feet to a $1/2''$ rod;

THENCE South $75^{\circ} 18' 34''$ East along the edge of the caprock 116.17 feet to a $1/2''$ rod;

THENCE South $25^{\circ} 39' 10''$ East along the edge of the caprock 347.46 feet to a $1/2''$ rod;

THENCE North $43^{\circ} 27' 47''$ East along the edge of the caprock 90.70 feet to a $1/2''$ rod;

THENCE South $80^{\circ} 06'$ East along the edge of the caprock 194.54 feet to a $1/2''$ rod;

THENCE North $32^{\circ} 40'$ West along the edge of the caprock 257.97 feet to a $1/2''$ rod;

THENCE North $08^{\circ} 10' 45''$ West along the edge of the caprock 143.11 feet to a $1/2''$ rod;

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THENCE North 35° 58' 27" West along the edge of the caprock 177.59 feet to a 1/2" rod;

THENCE North 19° 07' 07" East along the edge of the caprock 109.46 feet to a 1/2" rod;

THENCE South 81° 48' 17" East along the edge of the caprock 385.42 feet to a 1/2" rod;

THENCE North 70° 51' 15" East along the edge of the caprock 175.90 feet to a 1/2" iron rod;

THENCE North 46° 56' 44" West along the edge of the caprock 231.19 feet to a 1/2" iron rod;

THENCE North 54° 07' East along the edge of the caprock 156.28 feet to a 1/2" iron rod;

THENCE North 72° 52' West along the edge of the caprock 198.05 feet to a 1/2" iron rod;

THENCE North 00° 23' 24" West, 179.27 feet to a 5/8" iron rod;

THENCE South 70° 28' 07" East, 600.47 feet to the beginning of a curve to the right whose center bears South 19° 31' 53" West, 51.28 feet;

THENCE along said curve to the right 75.08 feet;

THENCE South 13° 25' West, 344.84 feet to the beginning of a curve to the right whose center bears North 76° 35' West, 232.07 feet;

THENCE along said curve to the right 221.50 feet;

THENCE South 68° 06' 08" West, 41.63 feet to the beginning of a curve to the right whose center bears North 21° 53' 52" West, 26.81 feet;

THENCE along said curve to the right 20.55 feet;

THENCE North 67° 59' 03" West, 2.6 feet to the beginning of a curve to the left whose center bears South 22° 00' 57" West, 203.64 feet;

THENCE along said curve to the left 97.34 feet;

THENCE South 84° 37' 41" West, 15.40 feet to the beginning of a curve to the left whose center bears South 05° 22' 19" East, 125.96 feet;

THENCE along said curve to the left 150.82 feet;

THENCE South 16° 01' 19" West, 111.70 feet to the beginning of a curve to the left whose center bears South 73° 58' 41" East, 336.59 feet;

THENCE along said curve to the left 120.39 feet;

THENCE South 04° 28' 15" East, 93.58 feet to the beginning of a curve to the right whose center bears South 85° 31' 45" West, 148.23 feet;

THENCE along said curve to the right 69.86 feet;

THENCE South 22° 31' 59" West, 96.35 feet to the beginning of a curve to the left whose center bears South 67° 28' 01" East, 311.16 feet;

THENCE along said curve to the left 122.29 feet;

THENCE South 00° 00' 54" West, 741.56 feet to a point;

THENCE South 00° 02' 36" West, 534.61 feet to a 1/2" iron rod in the South line of Section No. 21, from whence the Southeast corner of Section No. 21 bears South 89° 58' 44" East, 3366.24 feet;

THENCE North 89° 58' 44" West along the South line of Section No. 21, a distance of 1931.67 feet to the point of beginning, and containing 97.628 acres, more or less.

NAME

This subdivision shall be known as "Timbercreek Canyon, Unit No. 9", out of Section No. 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 period 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, it's 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 structure 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 portion thereof to encroach upon or hang over any other tract or tracts. Neither fences or retaining walls shall be considered to be buildings with respect to the set-back requirements contained herein. Nothing contained herein shall be construed to prevent 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 to result in increasing the number of building tracts.

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

(a) All residences constructed on Tracts 26 and 27, 57 through 60 and 65, shall contain a minimum of 1400 square feet in the living area thereof, exclusive of open porches, decks and garages.

(b) All residences constructed on Tracts 68 through 73 shall contain a minimum of 2000 square feet in the living area thereof, exclusive of open porches, decks and garages.

(c) All residences constructed on Tracts 1 through 25, 28 through 56, 61 through 64, 66, 67 and 74 shall contain a minimum of 1600 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 the 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 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 two (2) 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 containing of the existing channels through which surface water in time of rains or storms naturally flows upon and across any tract shall be made by a 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 builderto advertise the property during the period of construction and sale.

14. Each home or residence shall be equipped with an incenerator 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 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 the 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; in the absence 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. 9," showing the streets, alleys and utility easements and tract numbers has been previously prepared by John Dorsey, Registered Public Surveyor, the certificate to such plat bearing the date of January 27, 1977, and having been approved by the County Commissioners of Randall County, Texas, on the 27th. day of January, 1977, 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 1st. day of March, 1977.

ROBERTS & MCAFEE, INC.

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

ATTEST:

C. Lane McAfee, Secretary-Treasurer

THE STATE OF TEXAS
COUNTY OF RANDALL

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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 herein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st. day of March, 1977.



Gaytha M. Lasater
Gaytha M. Lasater
Notary Public, Randall County, Texas

157987

DEDICATIONS & RESTRICTIONS

Roberts & McAfee, Inc.

Re: Timbercreek Canyon #9

to

PUBLIC

FILED FOR RECORD
At 11 O'Clock A.M.

MAR 2 1977

LEROY HUTTON
County Clerk, Randall County, Texas

By *L. Jones*
Deputy

Recorded: 3-22-77

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C. Lane McAfee
Box 1930
Amarillo, Texas
79105