

OWNER'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF ROCKWALL

WHEREAS, Charles P. Hoffman and Harry F. Myers are the owners of a tract of land situated in the J. E. Sherwood Survey, Abstract No. 193, Rockwall County, Texas, and being that tract of land described in a Deed recorded in Volume 84, Page 479, Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a point in the center of a 40-foot Public Road, being the Northeast corner of said above described tract;  
THENCE: South 0° 35' 22" West with the said Road a distance of 470.96 feet to a point for a corner being the Southeast corner of the said above described tract;  
THENCE: North 89° 32' 48" West with a fence a distance of 1384.48 feet to a steel post for a corner at the Southwest corner of the above described tract;  
THENCE: North 0° 30' 27" East with a fence a distance of 288.83 feet to an iron rod for a corner;  
THENCE: North 0° 33' 21" East with a fence a distance of 181.91 feet to an iron rod for a corner at the Northwest corner of the said above described tract;  
THENCE: South 89° 33' 21" East with a fence a distance of 1385.00 feet to the Point of Beginning and Containing 14.968 Acres of Land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That Charles P. Hoffman and Harry F. Myers hereby adopt this plat designating the hereinabove described property as Northcrest Estates Addition II and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of all utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips, and any public utility shall have the right of ingress and egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective systems without the necessity of, at any time, procuring the permission of anyone.

WITNESS MY HAND at Rockwall, Texas, this 24th day of FEBRUARY, 1978.

Charles P. Hoffman  
Charles P. Hoffman

Harry F. Myers  
Harry F. Myers

STATE OF TEXAS  
COUNTY OF ROCKWALL

Before me, the undersigned Notary Public, in and for the said County and State, on this day personally appeared Charles P. Hoffman and Harry F. Myers known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

Philip P. Nail  
Notary Public in and for Rockwall County, Texas  
Commission expires 10-31-78

GIVEN under my hand and seal of office this 24th day of FEBRUARY, 1978.

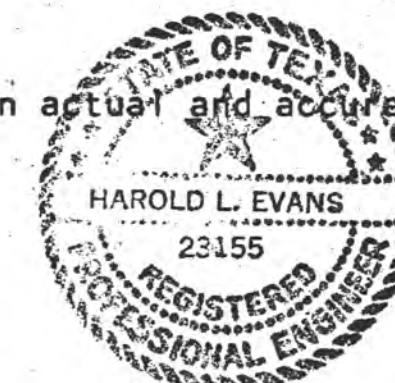


ENGINEERS CERTIFICATE

THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, Harold L. Evans, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my supervision.

Harold L. Evans  
Harold L. Evans, Registered Professional Engineer

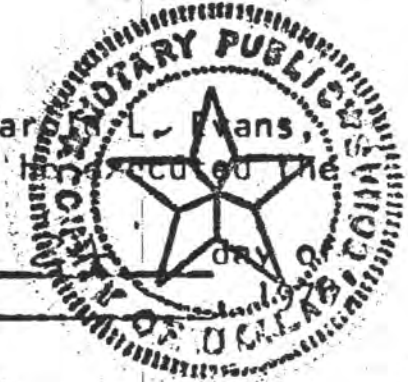


STATE OF TEXAS  
COUNTY OF DALLAS

Before me, the undersigned Notary Public, in and for said County and State, on this day personally appeared Harold L. Evans, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Danny E. Ostein  
Notary Public in and for Dallas County, Texas  
Commission expires Feb. 23, 1979

GIVEN under my hand and seal of office this February



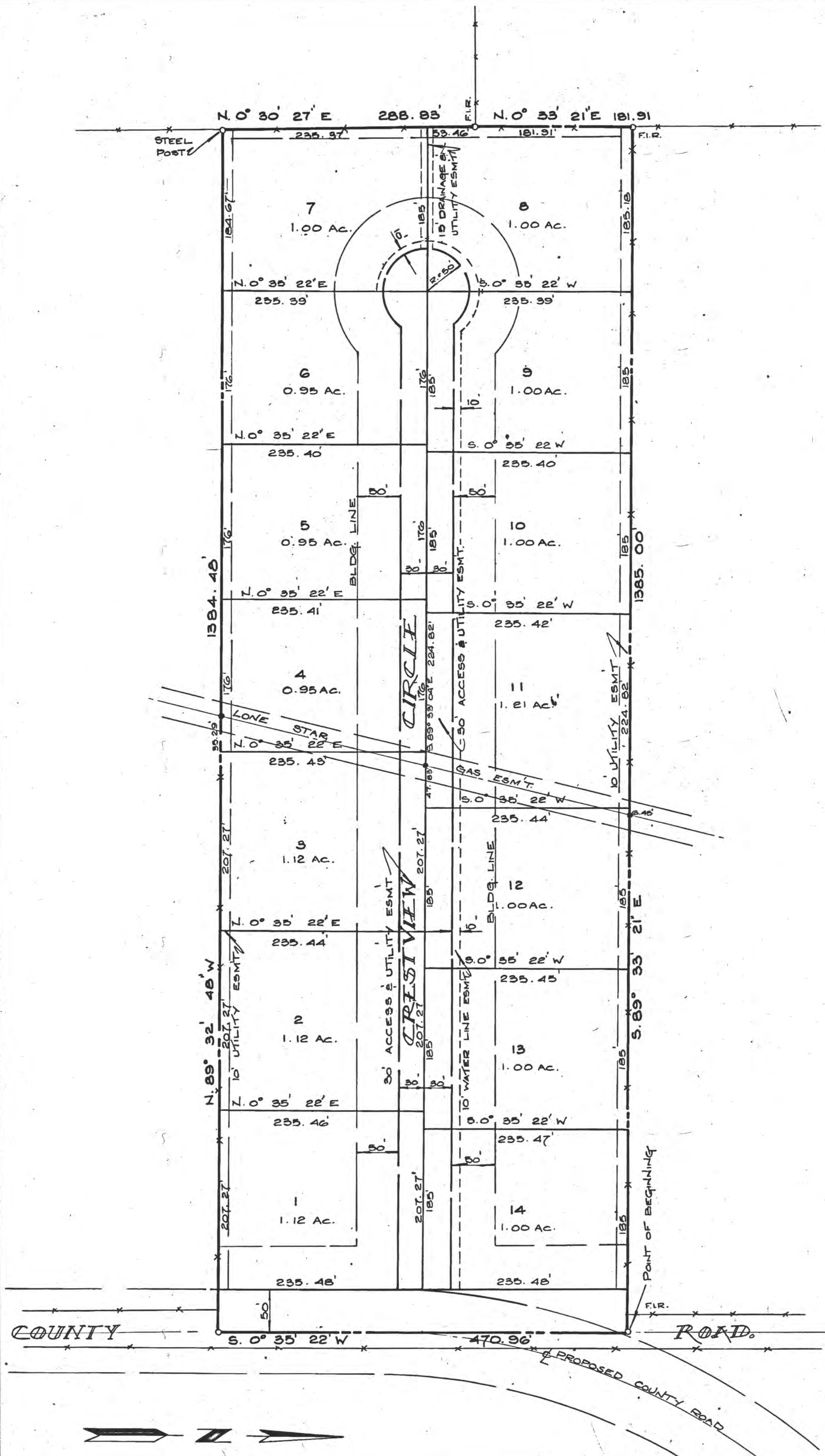
APPROVED:

This plat is approved for filing by the Commissioners Court of Rockwall this 10 day of APRIL, 1978.

Derwood Wimpee  
Derwood Wimpee, County Judge

Recorded In Court Minutes, Volume \_\_\_\_\_, Page \_\_\_\_\_.

FILED  
10 day of Apr, 1978  
June Wimpee, Clerk of County  
Court, Rockwall County, Texas  
By Phyllis Buel Deputy



NORTHCREST ESTATES ADDITION II		ROCKWALL COUNTY, TEXAS.	
J. E. SHERWOOD SURVEY, ABST. N° 193			
DESIGN D. E. O.	DRAWN D. M.	SCALE 1" = 100'	DATE 2-22-78
328-8133 HAROLD L. EVANS, CONSULTING ENGINEER, DALLAS			



## RESTRICTIVE COVENANTS

NORTHCREST ESTATES  
ADDITION #2  
(Recorded Subdivision)

VOL. 134

15182

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THE STATE OF TEXAS, I  
COUNTY OF ROCKWALL I

KNOW ALL MEN BY THESE PRESENTS:

That we, CHARLES P. HOFFMAN and HARRY F. MYERS, Joint Venturers, being owners of the property attached hereto as EXHIBIT "A" and made a part hereof, known as NORTHCREST ESTATES, ADDITION #2, a subdivision of fourteen (14) lots in Rockwall County, Texas, as shown on a Plat recorded in Slide A, Page 303, of the Map and Plat Records of Rockwall County, Texas, which is incorporated herein by reference for all purposes, do hereby impress all of the property included in such subdivision with the following restrictions and easements:

1. All lots shall be conveyed by lot number, and such lots are cumulatively known as Northcrest Estates, Addition #2, a recorded subdivision in Rockwall County, Texas, as shown by copy of recorded plat in EXHIBIT "B" attached hereto.
2. All lots shall be known and described as lots for residential purposes only. Only one (1) one-family residences may be erected, altered, placed or be permitted to remain on any lot. Owners of any lot or lots may have an office establishment in their respective houses, subject to No. 11, below.
3. The exterior walls of each residence constructed or placed on any lot shall be at least seventy percent (70%) brick, brick veneer, stone or stone veneer. Roofing on each residence shall be constructed with wood shingles unless an alternate roofing material is approved by the Architectural Control Committee. All materials used in construction of each residence shall be of all new materials unless the approval of the Architectural Control Committee is obtained for used material.
4. Garages attached to any residence shall have a side or rear entrance only and shall not be allowed to face the private road.
5. Carports or other sheds shall be attached only to rear of residences.
6. Barns and other out-buildings shall be constructed only of new materials and shall be erected at the rear of residences, a minimum distance of 50 feet.
7. The minimum set-back of all buildings from the front property lines (from street right-of-way) shall be 50 feet and the maximum set-back of all buildings from the street right-of-way shall be 75 feet; measured from the lot side a minimum distance which intersects the street.
8. No building shall be constructed closer to any lot side(s) than 10% of the average width of the metes and bounds of the property description of a specific lot.
9. The total floor area of the main structure, exclusive of porches, garages and other out-buildings, shall not be less than 2,000 square feet.
10. No temporary structure of any kind shall be erected or placed on any lot and in no instance shall more than one residence be erected or placed on any one lot as the same is shown in metes and bounds. No trailer, basement, tent, shack or garage erected or placed on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. The developers may use a temporary structure for the use of the builders and sub-contractors in and on said lots.
11. No sign of any kind shall be displayed to the public view on a lot except one professional sign of not more than fifteen (15) square feet, advertising the property during construction and sale period.
12. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood or any of the owners thereof or those claiming under them whether heirs or vendees.

164 13. Burning of rubbish, grass or other debris is prohibited. Garbage shall be kept in metal containers at the rear of each residence; however, the garbage containers may be placed in front of each residence on garbage collection day or days. The "metal container" requirement for "garbage cans" shall change if any garbage collection agent requests the use of a specific container.

14. All boats, trailers and other like vehicles shall be parked or stored in garages or out-building. When not stored, they shall be parked at the rear of residential structures.

15. No animals, livestock, poultry or birds of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept in reasonable numbers, provided that they are not kept, bred, or maintained for any commercial purpose. Horses, ponies, sheep, hogs, monkeys, fowls and cows shall not be deemed as household pets and are not permitted. The one exception to non-household pets is that only one (1) large animal may be kept on each lot, providing it is maintained in a fenced area at the rear of the owner's property.

16. All animals, including domestic pets, shall be kept on the respective owner's property and shall not be permitted to stray or roam outside of the respective owner's property.

17. The street known as Crestview Circle and its right-of-way, including fences, railing and culverts, are to be maintained and repaired at the sole expense of Charles P. Hoffman and Harry F. Myers, their heirs or assigns until August, 1981. After that time, all maintenance, repairs and upkeep of said items shall become the direct responsibility of any and all individual property owners of said property known as Northcrest Estates Addition #2, except if said road is dedicated by any county or city governmental agency. Said street shown as Crestview Circle on EXHIBIT "B" attached hereto shall be an easement for ingress and egress for all property owners abutting said street and their guests and for emergency and service vehicles. No property owner shall do anything to impair or diminish said easement.

18. Each lot in this Subdivision shall be impressed with the easements and restrictions as shown on the plat of said Subdivision attached hereto as EXHIBIT "B".

All utility lines and services on existing easement property are to be maintained by the respective utility companies at no expense to property owners. Owners shall be responsible for extension of utility lines from utility source of supply to wherever needed on owner's property.

19. No building shall be constructed or moved within 10 feet of any existing easement or existing pipeline.

20. No lot or lots shown in EXHIBIT "B" attached hereto shall be resubdivided into building sites having an area of less than 45,000 square feet.

21. No structure shall be erected, placed or altered on any lot in said recorded subdivision known as Northcrest Estates, Addition #2, as described in metes and bounds in Exhibit "A" attached hereto, until the building plans, specifications, and a plat plan showing the location of the building on the lot have been approved in writing by the Architectural Control Committee as to conformity and harmony of exterior design with existing structures in the Subdivision and as to location with respect to topography and finish grade elevation. In the event the Committee, or its designated representative, fails to approve or disapprove, in writing, plans and specifications within thirty (30) days after they have been submitted to it, or in any event, if no suit or enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

22. The Architectural Control Committee is initially composed of two (2) persons Charles P. Hoffman and Harry F. Myers. By a unanimous vote of the Committee, a representative may be designated to act for it. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after August 1, 1981, the then record owners of a three-fourths majority of the lots within said Subdivision shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from or to restore to the Committee any of its powers and duties.



23. These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Subdivision, as described in metes and bounds in Exhibit "A" attached hereto, whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of the Subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding until August 1, 2008, at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of ten years unless, by a vote of a three-fourths majority of the then owners of the lots in said Subdivision (each lot having one vote) taken prior to the expiration period above stated and filed of record in said County, it is agreed to amend or release same.

24. If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any person or persons owning any lot in said Subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenants, either to prevent him or them from so doing or to correct such violation or to recover damages or other relief for such violation. Invalidation of any one or any part of these restrictions by judgment or court order shall in nowise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

25. Violation of or failure to comply with any of these restrictions and covenants shall in no way affect the validity of any lien securing the payment of a bona fide debt existing at the time of such violation or subsequent thereto.

26. The Developers, Charles P. Hoffman and Harry F. Myers, reserve the right until August 1, 1981, so long as they are the owners of any residential lot in the Subdivision, to amend, revise, or abolish any one or more of the foregoing restrictions and covenants, except Number Seventeen (17) above, by instrument duly executed, acknowledged, and filed for record by the Developers in the appropriate records of Rockwall County, Texas.

27. No property within this Addition shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such waste shall be kept in sanitary condition. Owners of any lot or lots shall keep the grass cut on such lot or lots. The Architectural Control Committee, or its agent, shall have the right at all reasonable times to cut and remove any grass, weeds or undergrowth on any lots or area deemed by the Committee to be unsightly and to charge the owner or owners of such lot or lots a reasonable fee therefor.

EXECUTED at Rockwall, Texas, this 11th day of May, 1978.

*Charles P. Hoffman*  
CHARLES P. HOFFMAN, and  
*Harry F. Myers*  
HARRY F. MYERS

THE STATE OF TEXAS,    I  
COUNTY OF ROCKWALL    J

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CHARLES P. HOFFMAN and HARRY F. MYERS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 11th day of May, 1978.

(SEAL)

*Drew L. Halland*  
Notary Public, Rockwall County, Texas

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All that certain lot, tract or parcel of land situated in the J. E. SHERWOOD SURVEY, ABSTRACT NO. 193, Rockwall County, Texas, and being that tract of land described in Deed recorded in Volume 84, Page 479, Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a point in the center of a 40-foot Public Road, being the North east corner of said above described tract;

THENCE: South  $0^{\circ} 35' 22''$  West with the said Road a distance of 470.96 feet to a point for a corner being the Southeast corner of the said above described tract;

THENCE: North  $89^{\circ} 32' 48''$  West with a fence a distance of 1384.48 feet to a steel post for a corner at the Southwest corner of the above described tract;

THENCE: North  $0^{\circ} 30' 27''$  East with a fence a distance of 288.83 feet to an iron rod for a corner;

THENCE: North  $0^{\circ} 33' 21''$  East with a fence a distance of 181.91 feet to an iron rod for a corner at the Northwest corner of the said above described tract;

THENCE: South  $89^{\circ} 33' 21''$  East with a fence a distance of 1385.00 feet to the Point of Beginning and Containing 14.968 Acres of Land; and further being known as NORTHCREST ESTATES, ADDITION #2, a subdivision in Rockwall County, Texas, consisting of Lots 1 through 14 according to the Plat thereof recorded in Slide A, Page 303, Map and Plat Records of Rockwall County, Texas.

EXHIBIT "A"

