

RESTRICTIONS

This is an UNOFFICIAL clear text version of the Durham Park Deed Restrictions
(See Exhibit "A" for original document information)

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

(Sections I through IV) That Springfield, Inc., a Texas corporation, acting herein by and through its duly authorized officers, the sole owner of Durham Park, Section I through IV, a subdivision in Williamson County, Texas, consisting of 268.33 acres, more or less, described by metes and bounds in that deed from Hardin, Chesley, and Hardin, a partnership, to Springfield, Inc., dated April 28, 1971, and of record in Book 536, Page 160, of the Deed Records of Williamson County, Texas, to which deed and its record reference is hereby made for all purposes, Section II, on map or plat of record in Vol 8, Page 14-15, Section III, on map or plat of record in Vol. 9, Pages 83-84, Section IV, on map or plat of record in Vol. 10, Page 1-3, Plat Records of Williamson County, Texas, in consideration of the mutual benefits which will accrue to the owners of the lots in said subdivision, hereby adopts the following restrictions for the development of said subdivision, which restrictions will be binding upon Springfield, Inc., and each respective successor in title to each lot in Durham Park, Section I through IV.

(Sections V and VI) That Naumann Development Corporation, a Texas corporation, acting herein by and through its duly authorized officers, Vance T. Naumann and Timothy F. Roberts, the sole owners of Durham Park, Section V, a subdivision in Williamson County, Texas, on map or plat of record in Cabinet C, Slide 34, and Section VI, a subdivision in Williamson County, Texas, on map or plat of record in Cabinet C, Slide 49, Plat records of Williamson County, Texas, in consideration of the mutual benefits which will accrue to the owners of the lots in said subdivision, hereby adopts the following restrictions for the development of said subdivision, which restrictions will be binding upon Naumann Development Corporation, Vance T. Naumann and Timothy F. Roberts, and each respective successor in title to each lot in Durham Park, Section V and VI.

1. **LAND USE AND BUILDING TYPES:** All lots shall be used for single family residential dwellings, except those lots designated as business or commercial areas on the maps or plat of the subdivision, which lots may be used for residential purposes.

2. **ARCHITECTURAL CONTROL:** No improvements shall be erected, placed or altered on any lot until the construction plans and specifications of the proposed improvements and plot plan, including, but not limited to, location of building, sidewalks, driveways, area coverage, and setback, have been approved in writing by the Architectural Control Committee. The approval of the committee shall not be unreasonably withheld.

The committee shall be composed of Section I Richard D. Hardin, John Chesley, and Carl C. Hardin Jr., Section II Richard D. Hardin, Joseph F. Chesley, and Charles F. Weston. Sections III and IV Richard D. Hardin, Richard G. Hardin, and David Kasprzyk. Sections V and VI Oscar B. Klein, Franzisk A. Teague, and Agnus Budewig. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to act until the member or members have been replaced. In the event of death or resignation of any member of the committee, the remaining members of the committee shall designate a successor.

In the event the committee fails to notify the lot owner of its action concerning the approval of the plans, specifications, and plot plan for the improvements to be erected on a lot, or the plans and specifications for the alteration of said improvements, within thirty (30) days after the same have been submitted to the committee, then and in that event, the same shall be deemed approved. The committee may, at its option, notify the lot owner in writing prior to the expiration of the thirty (30) day period that it is considering the proposed improvement or alteration. In that event, it will then have an additional forty-five (45) day extension for studying the plans, specifications, and plot plan. The forty-five (45) day period shall run from the expiration of the original thirty (30) day period. If the lot owner is not notified of the approval or disapproval by the end of the additional forty-five (45) day period, the same shall be deemed approved. All plans and specifications shall be delivered to the Architectural Control Committee at its office, or such other address as it may designate, and the date received by the Architectural Control Committee shall be considered the date of delivery.

3. **BUILDING SIZE:** No single family dwelling shall be constructed, placed, altered, or permitted to remain on any lot, unless the area thereof, exclusive of open porches and garages or carports, is 1,400 square feet, or more, unless this requirement is adjusted or waived by the Architectural Control Committee.

4. **MASONRY:** Each single family dwelling shall not have less than 25% of its exterior walls of masonry construction, unless this requirement is adjusted or waived by the Architectural Control Committee in writing.

5. **STRUCTURES:** No structure of a temporary character, nor any mobile home, trailer, tent, or shack shall be constructed, placed, altered, or permitted to remain on any lot. Barns or other outbuildings, either temporary or permanent, shall not be constructed, placed, altered, or permitted to remain on any lot, without the prior consent of the Architectural Control Committee. No building, new or old, shall be moved onto a lot without the prior written consent of the Architectural Control Committee. All structures upon which construction has been commenced shall be completed within six (6) months after construction is started, and no structure shall be occupied until the exterior has been completed.

6. **SET BACK:** No building shall be nearer than 100 feet to the road, upon which said property abuts, or nearer than 25 feet to either side of said property line. The 25 feet set back requirement shall not be applicable to that portion of the two tracts which adjoin one another and are both owned by one owner.

7. **EASEMENT:** Easements for installation and maintenance of utilities, are reserved over the front, side, and rear ten feet of each lot. Bridle path easements are reserved as shown on the subdivision plat. With the rear easements, no structure, fence, planting or other material shall be constructed, placed, altered, or permitted to remain which damages or interferes with the installation, operation, or maintenance of such facility, or the use of said bridle paths.

8. **NUISANCES:** No noxious or offensive activities shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. **SEWAGE DISPOSAL:** There shall be constructed on each lot, where permanent improvements are placed, a sewage disposal system with a septic tank and the sewage disposal system shall be installed in accordance with acceptable standards and approved by State or County Health officers.

10. **SIGNS:** No signs of any kind shall be displayed for public view on any lot except one professional sign of not more than one square foot, advertising the property for sale or rent, or signs used by builder to advertise the property during the construction or sales.
11. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred, kept, or maintained on any lot for any commercial purposes. In the event an owner desires to keep and maintain animals, livestock, or poultry for his own private use he must obtain the prior written consent of the Architectural Control Committee as to the type, quality, and location of the animals, livestock or poultry.
12. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same 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. The location of all incinerators or other equipment for the storage or disposal of rubbish, trash, garbage or other waste shall be subject to the control of the Architectural Control Committee. No unlicensed vehicles, except operational recreational vehicles in good operating condition, may be kept on the premises at any time. As soon as commercial garbage and refuse pickup service is available in Durham Park, each owner who has constructed improvements shall subscribe to such service.
13. **WATER SUPPLY SYSTEM:** No individual water supply system shall be permitted on any lot without prior written approval of the Architectural Control Committee.
14. **RESUBDIVISION:** No lot may be resubdivided without the prior written consent of the Architectural Control Committee.
15. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations at any time shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lots. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.
16. **ASSESSMENTS:** (Sections I through IV) An assessment shall be paid to Springfield Inc. or its nominee, (Sections V and VI) An assessment shall be paid to Durham Park Social and Recreational Association, a Texas Non-Profit Corporation, or its nominee each month for each lot in Durham Park for the (a) maintenance of (i) all bridle paths, (ii) all street signs, entrance gates, and streets, and (iii) other recreation areas open to all owners of lots in Durham Park, (b) the monthly service charges for night lights along streets, and (c) the maintenance and stocking of all tanks and lakes available for use by the owners of lots in Durham Park. The assessment shall be \$4.00 per month effective June 1, 1981, and shall be adjusted at five (5) year intervals thereafter in the event the cost of living index as measured by the "Wholesale Price Index on Commodities (1957 - 1959 = 100)" of the U. S. Department of Labor, Bureau of Labor Statistics, increases from June 1, 1981 to June 1, 1986, or during any five (5) year interval thereafter. The amount of the monthly assessment to be paid by buyer during each succeeding five (5) years shall be increased proportionately so the amount paid each month during the next succeeding five (5) years will be the equivalent of the amount paid each month during the preceding five (5) year period. Such re-evaluation shall be made effective June 1, 1986, and effective June 1, of each succeeding five (5) year interval, and said increased assessment shall be payable each month during the next succeeding five (5) year period. Each lot owner will be notified of

the change of the assessment and the effective date thereof. If the "Wholesale Price Index on Commodities" is no longer being published, then another index generally recognized as an authority shall be substituted. In any event the base used for any index shall be reconciled to the 1957 - 1959 index. All assessments levied in accordance with these restrictions shall constitute a lien against the lot and the improvements thereon at the time the same become due and payable, which lien shall be second and inferior to (a) all taxes and assessments levied by governmental and taxing authorities; and (b) to all liens securing sums due or to become due under any mortgage, vendor's lien, or deed of trust filed for record prior to the time such assessments become due. All assessments shall also become a personal obligation of the person who is the owner of such property at the time such assessments become due and shall remain his personal responsibility. Such liens shall be enforced in the same manner as a vendor's lien is enforced under the laws of the State of Texas. Delinquent payments shall bear interest at the rate of 10% per annum until paid. Enforcement of the liens or personal obligations shall obligate the debtor to pay in addition to the charges and assessments, interest as herein provided, plus a reasonable attorney's fee. All assessments shall be due and payable annually on or before June 1 of each year; provided, however, Springfield, Inc. or Durham Park Social and Recreational Association, may waive said assessment in any year or years without waiving the right to collect such assessment in any succeeding year. The payment of this assessment does not in any way entitle the owner to become a member of or utilize the facilities of any association created by the developer or owners of lots in Durham Park.

17. **TERM:** These covenants are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a 3/4 majority of the then owners of the lots covered by these covenants, it is agreed to change said covenants in whole or in part; provided, however, as supplemental declaration of restrictions.

18. **ENFORCEMENT - CUMULATIVE OF ALL OTHER COMMON LAW OR STATUTORY REMEDIES:** Enforcement of any of these restrictive covenants may be by suit at law or in equity by or on behalf of Springfield Inc., Durham Park Social and Recreational Association, the Architectural Control Committee, or by or on behalf of any owner of any lot in Durham Park Subdivision, against any person, firm, or corporation violating, or apparently about to violate any of these covenants, either before such violation occurs or within a reasonable time thereafter for any appropriate order of injunction of either a restraining or mandatory nature or both and of either a temporary or permanent nature or both, including, but not limited to one restraining construction of improvements commenced or about to be commenced, without prior written approval of the Architectural Control Committee. In the event enforcement actions are instituted and the enforcing party recovers then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

19. **NON-WAIVER:** The failure at any time to enforce any of these restrictions or covenants by Springfield, Inc., Naumann Development Corporation, Vance T. Naumann and Timothy F. Roberts, the Durham Park Social and Recreational Association, the Architectural Control Committee, or by any of the property owners or any other person, firm, or corporation, having the right to do so, whether such violation is with knowledge or not, shall not constitute a waiver or estoppel of their rights to do so at any other time.

20. **SEVERABILITY:** In the event any of the foregoing covenants, conditions, restrictions or charges is held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, reservations or charges. If

one of the foregoing is subject to more than one interpretation, that interpretation which most clearly reflects the intent hereof shall be enforced. Invalidation of any of the foregoing covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

21. **NUMBER AND GENDER:** The singular shall be treated as the plural and vice versa if such treatment is necessary to interpret this declaration of restrictions. Likewise, if either the feminine, masculine or neuter gender shall be any of the other genders, it shall be so treated. Also, the owner shall be interpreted to mean tenant or lessee when necessary for proper interpretation of this instrument.

Section 1	Executed this 28 th day of June, 1971.	Springfield, Inc.
Section 2	Executed this 10 th day of September, 1973.	Springfield, Inc.
Section 3	Executed this 6 th day of May, 1975.	Springfield, Inc.
Section 4	Executed this 6 th day of May, 1975.	Springfield, Inc.
Section 5	Executed this 29 th day of May, 1984.	Naumann Development Corporation
Section 6	Executed this 29 th day of May, 1984.	Naumann Development Corporation

EXHIBIT "A"

- TRACT I:** Durham Park, Section I, a subdivision in Williamson County Texas, according to the map or plat thereof of record in Vol. 6, Page 37, Plat Records of Williamson County, Texas, with Restrictions recorded in Volume 537, Page 173, Deed Records of Williamson County, Texas. (Wilco Instrument # 19711500DR for original document)
- TRACT II:** Durham Park, Section II, a subdivision in Williamson County, Texas, according to the map or plat thereof of record in Vol. 8, Page 14, Plat Records of Travis County, Texas, with Restrictions recorded in Volume 575, Page 36, Plat Records of Williamson County, Texas. (Wilco Instrument #19733451DR for original document)
- TRACT III:** Durham Park, Section III, a subdivision in Williamson County, Texas, according to the map or plat thereof of record in Vol. 9, Page 83, Plat Records of Williamson County, Texas, with Restrictions recorded in Volume 611, Page 811, Deed Records of Williamson County, Texas. (Wilco Instrument # 19754066DR for original document)
- TRACT IV:** Durham Park, Section IV, a subdivision in Williamson County, Texas, according to the map or plat thereof of record in Vol. 10, Page 1, Plat Records of Williamson County, Texas, with Restrictions recorded in Volume 611, Page 819, Deed Records of Williamson County, Texas. (Wilco Instrument # 19754067DR for original document)
- TRACT V:** Durham Park, Section V, a subdivision in Williamson County, Texas, according to the map or plat thereof of record in Vol. 10, Page 36, Plat Records of Williamson County, Texas, with Restrictions recorded in Volume 1027, Page 528, Deed Records of Williamson County, Texas. (Wilco Instrument # 1984019257 for original document)
- TRACT VI:** Durham Park, Section VI, a subdivision in Williamson County Texas, according to the map or plat thereof of record in Vol. 10, Page 37, Plat Records of Williamson County, Texas, with Restrictions recorded in Volume 1027, Page 536, Deed Records of Williamson County, Texas. (Wilco Instrument # 1984019258 for original document)

To view original documents:

Go to <https://eagle.wilco.org/williamsonweb/user/disclaimer>

Click on "I Accept" button to enter

Click in "Official Public Record Search and Copies – Web" box

In red "Search Criteria" box – Click in "Instrument Number" box

Enter applicable WILCO document number listed above – Hit enter

The results will show up in the bottom blue "Results" box

Scroll over the document number which will highlight the line in red

Click once, and the document information will appear