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DEED RESTRICTIONS KALITA POINT 13 PAGES

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DEDICATION AND RESTRICTIONS FOR

KALITA POINT, SUB-DIVISION

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

THAT, I, Theron L. Moore, of Harris County, Texas, owner of the lands and premises described as follows, to-wit:

TRACT ONE: That certain 3.15 acres of land described in that certain Partition deed by and between J. D. Coogler and Theron L. Moore described in Vol. 232, page 343, et seq. of the Deed Records of Polk County, Texas, and being the tract partitioned to Theron L. Moore, and

TRACT TWO: That certain 8.936 acres of land conveyed by Southland Paper Mills to Theron L. Moore as same is shown of record in Vol. 253, page 431 of the Deed Records of Polk County, Texas;

and this sub-division to be referred to as Kalita Point, in Polk County, Texas, have established, and these presents do establish the following restrictions on the improvement, use and sale of said property, which shall apply equally to all the lots in said Sub-division as herein stated, and are for the mutual protection and benefit of all future owners in said Sub-division to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said Sub-division until December 31, 1995, A.D., whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided.

Developer desires to create and carry out a uniform plan for improvement, development and sale of all of the lots in the Sub-division, for the benefit of the present and future owners of said lots, and for the protection of property values therein; and, to that purpose, developer hereby adopts and establishes the following declarations, reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the Sub-division, including the dedicated roads, avenues, streets, and waterways therein; and each contract or deed which may be hereafter executed with regard to any of the lots in the Sub-division shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

RESERVATIONS FOR KALITA POINT

(1). There shall be reserved the utility easements and drainage easements as constructed on said sub-division and an easement over all streets for the purposes of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structure and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs, such

right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement rights of way, caused by trees, brush, fences, shrubs or other obstructions which in their opinion may interfere with the installation or operation of their facilities. Such easements shall be for the general benefit of the sub-division and the property owners and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for the use of the public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty feet above the ground upward, located adjacent to the said easements reserved hereby.

(2). Theron L. Moore, reserves to himself, his heirs and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines and sewer lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and a sewer system, and its appurtenances, to service, furnish or supply this sub-division with water and sewer service.

(3). There is reserved unto the said Theron L. Moore, his heirs and assigns, the right to designate certain lots in said sub-division for Water Wells and for the location of a sewer plant and designate certain areas for boat launching areas.

RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development Theron L. Moore, his heirs and assigns, owner of said sub-division, does hereby covenant and provide that said Theron L. Moore, his heirs and assigns, and all parties holding title by, through and under him, shall hold such land subject to the following restrictions running with the land which shall be observed by Theron L. Moore, his heirs and assigns, and shall run in favor of and be enforceable by any of said owners of any of said tracts of land conveyed out of the above described tracts of land by Theron L. Moore, his heirs and assigns.

(1). These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until December 31, 1995, A.D., at which time said covenants and restrictions shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the then owners of the tracts or lots and recorded, agreeing to change said covenants and restrictions in whole or in part.

(2). If the parties hereto, or any of them or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned, Theron L. Moore, his heirs and assigns, to enter and abate such violation without liability, and any other person owning any real property, situated in said sub-division shall have the right to prosecute any proceeding at law or in equity against the persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

(3). The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions and covenants herein.

(4). No building shall be erected, placed or altered on any building tract in this sub-division until the plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the sub-division, and as to location with respect to topography and furnished ground elevation by the Architectural Committee composed of Theron L. Moore, Theron L. Moore, Jr. and J. Thomas Moore, who shall serve two year terms, and shall be re-appointed by the said Theron L. Moore, his heirs or assigns at the end of each two years, the first term to run to March 10, 1973, and in the event of a resignation or death of any member of said Committee, the remaining members or member shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

(5). No outside privies or toilets shall be permitted in this sub-division. All toilets shall be inside the houses and prior to the occupancy, the same shall be connected to a central sewage disposal system if there is one in existence at such time, to serve the sub-division, but if no central sewage disposal system is in existence at such time, then all toilets shall be connected to a septic system at the expense of the person building on the building tract, and such septic system shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department and the Texas Water Quality Board and shall be subject to the inspection and approval of such authorities, provided however, when and at the time a central sewage system shall be established and ready to serve this sub-division whether public or private owned or operated; then, at that time all of the tract owners and/or occupants to whom such sewage disposal service is available shall immediately subscribe to such service and shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefor at their expense, and from and after the time such sewage disposal service becomes available to any lot or tract, no septic tank or septic system will thereafter be constructed or used in connection with such lot or tract.

(6). The drainage of sewage into a road, street, alley, ditch, or any waterway either directly or indirectly is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving this sub-division.

(7). Tracts except those designated for other purposes by said Theron L. Moore, his heirs or assigns, shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any residence tract other than one single dwelling.

(8). All residences and building shall be located in accordance with the building lines set out and shall be constructed on the tract to front on the street on which such tract faces, and no residence or building shall be located nearer than 5 feet to any side line and 20 feet to any front line.

(9). No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

(10). No structure of a temporary character, trailer, basement, shack, garage, barn or other buildings shall be used on any lot at any time as a residence either temporarily or permanently.

(11). No residential structure shall be placed on a residential tract unless its living area meets the minimum of square feet of floor area as designated by the Architectural Committee for the lot and in no event to be less than 850 square feet of floor area; excluding porches and garages. (Amended as to Sections Two (2) and Three (3) to 1000 square feet in floor area, October 1, 1976.) 4

(12). No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except that dogs and cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(13). No sign of any kind shall be displayed to the public view except one sign of not more than three square feet, advertising the property for sale or rent, or signs used by the builders to advertise the property during the construction and sales period.

(14). No oil drilling, oil development operations, or oil refining, quarrying or mining operations of any kind shall be permitted upon any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any tract. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.

(15). No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. Garbage and waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(16). No building of frame construction shall be erected on any tract unless same shall at time of construction receive at least one coat of paint or stain.

(17). Exterior of all residences shall be completed within six months from date of beginning of construction unless such period is extended in writing by the Architectural Committee.

(18). No boats or trailers may be parked in front of the front building line of any tract.

(19). No hunting or shooting in said sub-division.

(20). Each lot owner agrees and obligates himself to pay Theron L. Moore, his ~~heirs and assigns~~, the sum of $20.00 per year which said sum shall be due and payable on the 10th day of March of each year and ~~the said Theron L. Moore,~~ ~~his heirs and assigns~~ shall accept such payment and use same for the upkeep and maintenance of any boat ramp or park for public use by the lot owners only, streets, street lights, alleyways of the sub-division. ~~If at any time after the year 1977,~~ Theron L. Moore, or his heirs and assigns, is presented a petition signed by a majority of the lot owners of this sub-division requesting a discontinuance of

AMENDMENT TO DEDICATION AND RESTRICTIONS
FOR KALITA POINT. SUB-DIVISION.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF POLK

THAT. WHEREAS, under date of October 1, 1971. I. THERON L. MOORE, developer and owner of KALITA POINT. a Subdivison in Polk County, Texas, did execute and place of record in the Office of the County Clerk of Polk County. Texas, an instrument entitled DEDICATION AND RESTRICTIONS FOR KALITA POINT, SUB-DIVISION, covering the following land and premises, to-wit:

TRACT ONE: That certain 3.15 acres of land described in that certain Partition Deed by and between J. D. Coogler and Theron L. Moore, as described in Volume 232, Pages 343 et seq. of the Deed Records of Polk County, Texas, and being the tract partitioned to Theron L. Moore; and.

TRACT TWO: That certain 8.936 acres of land conveyed by Southland Paper Mills, Inc. to Theron L. Moore as the same is shown of record in Volume 253. Pages 431 et seq. of the Deed records of Polk County. Texas:

said instrument appearing of record in Volume 260. Pages 92 et seq. of the Deed Records of Polk County. Texas. to which instrument and its recording therein reference is here made for all of its terms and provisions and all other pertinent purposes:

AND, WHEREAS, in said instrument there appears, among other provisions therein, the following provisions:

(2)."If the parties hereto, or any of them or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned, Theron L. Moore, his heirs and assigns, to enter and abate such violation without liability, and any other person owning any real property, situated in said sub-division shall have the right to prosecute any proceeding at law or in equity against the persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.".

(4)."No building shall be erected, placed or altered on any building tract in this sub-division until the plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the sub-division, and as to location with respect to topography and furnished ground elevation by the Architectural Committee composed of Theron L. Moore, Theron L. Moore, Jr. and J. Thomas Moore, who shall serve two year terms, and shall be re-appointed by the said Theron L. Moore, his heirs or assigns at the end of each two years, the first term to run to March 10, 1973, and in the event of a resignation or death of any member of said Committee, the remaining members or member shall have full authority to approve or disapprove such design and location within thirty says after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant."

(11)."No residential structure shall be placed on a residential tract unless its living area meets the minimum of square feet of floor area as designated by the Architectural Committee for the lot and in no event to be less than 850 square feet of floor area; excluding porches and garages. (Amended as to Sections Two (2) and Three (3) to 1000 square feet in floor area, October 1, 1976.)"

(20)."Each lot owner agrees and obligates himself to pay Theron L. Moore, his heirs and assigns, the sum of $20.00 per year which said sum shall be due and payable on the 10th day of March of each year and the said Theron L. Moore. his heirs and assigns shall accept such payment and use same for the upkeep and maintenance of any boat ramp or park for public use by the lot owners only, streets, street lights, alleyways of the sub-division. If at any time after the year 1977, Theron L. Moore, or his heirs and assigns, is presented a petition signed by a majority of the lot owners of this sub-division requesting a discontinuance of this assessment, then Theron L. Moore, his heirs or assigns, may at its discretion, be relieved of the duties connected with the collection of the assessment and disbursement of the funds, by appointing a committee of three lot owners who shall succeed Theron L. Moore, his heirs or assigns in the administration of the assessment fund. This said assessment shall be a covenant running with the land and shall be collected each year."

(21)."No mobile homes will be allowed on said Kalita Point, Section One; and no lot will be sub-divided."

AND, WHEREAS, it being the desire of the said THERON L. MOORE and the KALITA POINT PROPERTY OWNERS ASSOCIATION (which was Incorporated on June 19th, 1995): to amend said DEDICATION AND RESTRICTIONS FOR KALITA POINT, SUB-DIVISION, as to the aforesaid provisions; KNOW ALL MEN BY THESE PRESENTS:

That, from and after the date hereof, it is hereby provided that Provisions Two (2), Four (4), Eleven (11), Twenty (20), and Twenty-one (21), be, and the same is hereby amended to read as follows:

(2)."If the parties hereto, or any of them or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned, Kalita Point Property Owners Association, to enter and abate such violation without liability, and any other person owning any real property, situated in said sub-division shall have the right to prosecute any proceeding at law or in equity against the persons violating or attempting to violate such restriction, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation."

(4)."No building shall be erected, placed or altered on any building tract in this su-division until the plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the sub-division, and as to location with respect to topography and furnished ground elevation by the Architectural Committee composed of Kalita Point Property Owners Association Directors, who shall serve as the Architectural Committee during their respective terms, and in the event of a resignation or death of any member of said committee, the remaining members or member shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant."

(11)."No residential structure shall be placed on a residential tract unless its living area meets the minimum of square feet or floor area as designated by the Architectural Committee for the lot and in no event to be less than 850 square feet of floor area: excluding porches and garages. (Amended as to Sections Two (2) , Three (3), and Four (4) to 1000 square feet in floor area, October 1, 1976.)"

(20)."Each lot owner agrees and obligates himself to pay Kalita Point Property Owners Association the sum of $30.00 per year (as approved by property owners meeting Saturday, February 18, 1995) which said sum shall be due and payable on the 10th day of March each year and the Kalita Point Property Owners Directors shall accept such payment and use same for the upkeep and maintenance of boat ramp for public use by lot owners only, streets, and street lights of the sub-division. This said assessment shall be a covenant running with the land and shall be collected each year."

(21)."No mobile homes will be allowed on said Kalita Point, and no lot will be sub-divided."

Witness my hand this the 23 day of October, 1995.

By: Theron L. Moore
THERON L. MOORE

By: Frank Mathisen
FRANK MATHISEN

By: Danny Hayes
DANNY HAYES

THE STATE OF TEXAS]

THE COUNTY OF POLK]

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Theron Moore, Frank Mathisen, and Danny Hayes, known to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and consideration therin expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23 Day of October, 1995.

Clara Lemons
NOTARY PUBLIC, in and for Polk County, Texas.

CLARA LEMONS
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 4-22-96

STATE OF TEXAS }
COUNTY OF POLK }

1984

AMENDMENT TO DEDICATION AND RESTRICTIONS
FOR KALITA POINT, SUB-DIVISION.

THE STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF POLK

THAT, WHEREAS, under date of October 1, 1971, I, THERON L. MOORE, developer and owner of KALITA POINT, a Subdivison in Polk County, Texas, did execute and place of record in the Office of the County Clerk of Polk County, Texas, an instrument entitled DEDICATION AND RESTRICTIONS FOR KALITA POINT, SUB-DIVISION, covering the following land and premises, to-wit:

TRACT ONE: That certain 3.15 acres of land described in that certain Partition Deed by and between J. D. Coogler and Theron L. Moore, as described in Volume 232, Pages 343 et seq. of the Deed Records of Polk County, Texas, and being the tract partitioned to Theron L. Moore; and,

TRACT TWO: That certain 8.936 acres of land conveyed by Southland Paper Mills, Inc. to Theron L. Moore as the same is shown of record in Volume 253, Pages 431 et seq. of the Deed records of Polk County, Texas;

said instrument appearing of record in Volume 260, Pages 92 et seq. of the Deed Records of Polk County, Texas, to which instrument and its recording therein reference is here made for all of its terms and provisions and all other pertinent purposes;

AND, WHEREAS, in said instrument there appears, among other provisions therein, the following provisions:

8. All residences and building shall be located in accordance with the building lines set out and shall be constructed on the tract to front on the street on which such tract faces, and no residence or building shall be located nearer than 5 feet to any side and 20 feet to any front line.

And, WHERAS, it being the desire of the said Theron L. Moore and the Kalita Point Property Owners Association (which was Incorporated on June 19th, 1995): to amend said DEDICATION AND RESTRICTIONS FOR KALITA POINT SUB-DIVISION, as to the aforesaid provisions; KNOWN ALL MEN BY THESE PRESENTS:

That, from and after the date hereof, it is hereby provided that Provision 8, be, and the same is herby amended to read as follows:

8. All residences and building shall be located in accordance with the building lines set out and shall be constructed on the tract to front on the street on which such tract faces, and no residence or building shall be located nearer than 5 feet to any side and 10 feet to any front line.

Witness my hand this the 26 day of January 1998

By: Theron L. Moore
THERON L. MOORE

BY: Frank Mathisen
FRANK MATHISEN

By: Danny Hayes mm
DANNY HAYES

THE STATE OF TEXAS]

THE COUNTY OF POLK]

Befor me, the undersigned authority, a Notary Public in and for the State and County, on this day personally appeared Theron L. Moore, Frank Mathisen, and Danny Hayes, known to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and consideration therin expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 Day of Jan, 1998

Mary A. Marsh
NOTARY PUBLIC, in and for
Polk County, Texas

MARY A. MARSH
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 5-10-2000

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
POLK COUNTY, TEXAS

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Barbara Middleton
BARBARA MIDDLETON
COUNTY CLERK, POLK CO.

this assessment, then Theron L. Moore, his heirs or assigns, may at its discretion, be relieved of the duties connected with the collection of the assessment and disbursement of the funds, by appointing a committee of three lot owners who shall succeed Theron L. Moore, his heirs or assigns in the administration of the assessment fund. This said assessment shall be a covenant running with the land and shall be collected each year.

(21). No mobile homes will be allowed on said Kalita Point, Section One; and no lot will be sub-divided.

Witness my hand this the 1st day of October, 19 71.

Theron L. Moore

Theron L. Moore