

THE STATE OF TEXAS  
COUNTY OF CHAMBERS

# 678-B  
KNOW ALL MEN BY THESE PRESENTS:

E. VOL 430 PAGE 343

That R. W. JOHNSON CONSTRUCTION COMPANY, INC., a Texas Corporation having its principal office and place of business in the County of Chambers in the State of Texas, Owner of the property which is to be subdivided into a residential subdivision in Chambers County, Texas, to be known as COTTON LAKE ESTATES, SECTION THREE, as more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein for all purposes, and CITIZENS NATIONAL BANK AND TRUST COMPANY OF BAYTOWN, a national banking corporation having its principal office and place of business in the County of Harris in the State of Texas, the Owner and Holder of a Vendor's Lien and Deed of Trust Lien against such property, the map or plat of such subdivision having been approved by the Commissioner's Court of Chambers County, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1979, and to be filed contemporaneously with this instrument with the County Clerk of Chambers County, Texas, for record in the Map and/or Deed Records of Chambers County, Texas, do hereby dedicate forever to the public the streets shown on the Map of said subdivision for the purposes of ingress and egress subject to the control of said streets by the County of Chambers in the State of Texas and such other governmental bodies as may now or subsequently have jurisdiction over such streets, and do further dedicate for the use of all public utilities the easements shown on said plat for the purpose of installing, using, repairing and maintaining electric light and telephone lines, and in the event any gas, sanitary sewer or water services should subsequently become available to such subdivision, for the purpose of installing, using, repairing and maintaining such water and sewer lines and gas mains.

And for the mutual benefit of present and future owners of property in said subdivision do hereby fix certain restrictive covenants and conditions on the purchase, ownership and occupancy of lots in said subdivision and do hereby declare that said property in restricted

as hereinafter set forth, and all sales of lots in said COTTON LAKE ESTATES, SECTION THREE, shall be subject to the covenants, restrictions, and conditions hereinafter set forth, to-wit:

1. The covenants, conditions and restrictions hereby imposed upon COTTON LAKE ESTATES, SECTION THREE, shall remain in full force and effect until January 1, A. D. 2008, at which time such covenants, conditions and restrictions shall likewise be automatically extended for a period of ten (10) additional years unless on or before such date an instrument executed by the owners of at least eighty (80%) per cent of the total lots in COTTON LAKE ESTATES, SECTION THREE, shall have been duly executed by such owners before a Notary Public in writing declaring that such restrictions shall upon January 1, A. D. 2008, become null and void either in whole or in part. To be effective any such instrument must have been filed for record in the Office of the County Clerk of Chambers County, Texas, on or before December 31, A. D., 2007. If such an instrument is so executed and filed on or before such date, these covenants, conditions and restrictions shall become null and void either in whole or in part as provided in such instrument upon January 1, A. D., 2008; however, such instrument shall not affect in any way the dedication of public streets or easements in such subdivision as hereinabove dedicated.

In the event such an instrument has not been executed and filed for record on or before December 31, A. D. 2007, then these covenants, conditions and restrictions shall automatically be extended for an additional ten (10) year period and shall at the end of such ten (10) year period and each additional ten (10) year period be automatically extended for an additional ten (10) year period unless an instrument has been executed and filed for record in the manner hereinabove specified on or before the end of any such ten (10) year extension by the owners of at least eighty (80%) per cent of the total lots in COTTON LAKE ESTATES, SECTION THREE, declaring that such restrictions shall upon the expiration of the then current ten (10) year extension period become null and void either in whole or in part. If such an instrument is so executed and filed for record on or before the end of any ten (10) year extension period, these covenants, conditions and restrictions shall become null and void either in whole or in part as provided in such instrument upon the end of the then current ten (10) year extension period.

If the undersigned, or any of their successors, assigns or heirs, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation. In the event any party should be successful in bringing any such suit to abate any violation or threatened violation of these covenants and restrictions, then such party shall be entitled to a personal judgement against the party violating or threatening to violate these covenants and restrictions for any reasonable attorney fees incurred by the party bringing such action.

2. All numbered lots in COTTON LAKE ESTATES, SECTION THREE, shall be residential lots and shall be used for residential purposes exclusively, it being the intention of this instrument to preclude the operation of beauty parlors, repair businesses or other businesses of any type out of any residential structure or otherwise on the numbered subdivision lots. The "Reserve Tracts" as shown on the Plat is not covered by these covenants and restrictions except insofar as dedication of streets and easements affect such tract. The use of the word "lot" herein shall not include such Reserve Tracts.

3. No structures shall be erected, altered, placed or permitted to remain on any lot in COTTON LAKE ESTATES, SECTION THREE, other than one detached single family dwelling not to exceed two stories in height and a private garage for not less than two cars nor more than

three cars together with allied barns and other outbuildings as may be approved by the Architectural Control Committee as hereinafter provided. Residences may be constructed with garages either attached or detached.

4. No building or fence shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan showing the location of such building or fence have been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to location of the building or fence with respect to topography and finished ground elevation, by a committee, herein referred to as the "Architectural Control Committee", composed of R. W. JOHNSON, R. D. JOHNSON and JOHNNY BUSCH, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such designs and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) 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 fence or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. In the event of death or resignation of any member of such committee, a successor member shall be appointed by the remaining members by designation in writing and filed in the office of the County Clerk of Chambers County, Texas.

5. No building shall be located nearer to the front line or nearer to the side street line than the building set-back lines shown of the plat of said subdivision. The front of any residence, barn or other outbuilding shall be erected no farther to the rear of any lot than as specifically approved by the Architectural Control Committee. No building shall be erected nearer than twenty-five (25') feet to any interior lot line except barns or other outbuildings which are located more than two hundred (200') feet from the front of the lot. In such latter event, such barn or outbuilding may be constructed no closer than five (5') feet to any interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of this building.

6. No lot in such subdivision may be resubdivided or conveyed in part so as to create more than one residential unit, it being the intent of this paragraph to require that all lots in this subdivision retain their original configuration as platted without reduction in size and that any sale of any such lot must be made in its entirety in one sale transaction to the same purchaser.

7. No noxious or offensive trade or activity of any type shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Questions in regard to such activities shall be decided by the Architectural Control Committee, and their decision as to whether any particular activity is either an unreasonable annoyance or nuisance to other owners of lots in the subdivision shall be final and binding on all owners, and each owner shall be obligated to strictly comply with its decision in this regard and cease any such activity upon written request from such committee.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used either temporarily or permanently as a residence.

9. No residential structure shall be erected or placed on any lot which has a living area excluding open porches and garages of less than one thousand five hundred (1,500) square feet, nor shall any two story

residence have less than one thousand (1,000) square feet in living area exclusive of open porches and garages on its first floor.

10. All boats, trailers, camp trailers and all other types of trailers, removable camper units when removed from its vehicle and any automobile, truck or motor home which is not capable of being driven in its present condition, shall be housed inside the garage of any residence or located in the rear of the residence at all times, it being the intent to prohibit the location of such properties in the front of any residence either on the street or upon any lot other than for short temporary periods while such properties are being washed, cleaned, repaired or loaded in preparation for use.

11. The exterior walls of all buildings other than detached garages, barns and similar outbuilding shall be of brick veneer or masonry construction unless deviation therefrom is approved in writing by the Architectural Control Committee. Buildings shall include residences and attached garages but shall not include unattached garages, whether such garage shall be connected to such residence by a covered walkway or completely detached. The exterior walls of any unattached garage shall be constructed of wood in the event that either brick veneer or masonry construction is not utilized. Barns and similar outbuildings shall have exterior walls and roofs of a construction as approved by the Architectural Control Committee. The roof of all residences and garages shall be covered with either wood or asbestos shingles.

12. No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

13. Neither the owner of any lot nor anyone claiming under such owner shall at any time ever conduct any oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind upon or in any lot, nor shall they cause to be placed on any lot any oil well, tank, tunnel, mineral excavation, shaft, derrick or other structure designed for use in boring for oil or natural gas.

14. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than two dogs and two cats and either (i) two horses or (ii) two cows or (iii) one horse and one cow, may be kept by each lot owner provided that they are not kept, bred or maintained for any commercial purposes and further provided that any of such animals are either maintained inside the residence situated on the lot or retained in a completely fenced area outside the residence. In the case of horses and cows, the fenced area shall be located in its entirety more than two hundred (200) feet from the front of the lot.

15. All fences shall be of the construction and located on the lot as approved by the Architectural Control Committee.

16. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in closed sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition and located to the rear of the residence. All lots shall be maintained in a clean and orderly manner. Grass shall be regularly mowed as required to maintain the lot in a neat and attractive condition, and no materials of any type shall be stored outside any residence within two hundred (200) feet of the front of the lot which would detract from the appearance of the lot or the residence situated thereon.

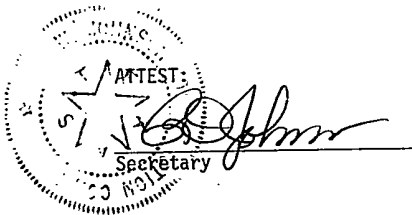
17. Easements have been reserved on the plat for installation of electric service to all lots as same is required; however, obtaining extension of such electric service to each lot shall be the individual responsibility of each lot owner and each such owner shall likewise be obligated to pay any fees or charges required in connection with obtaining

extension of such electric service to his individual lot.

18. It is not contemplated at any time in the future for extension of either (i) gas service, (ii) sanitary sewer service or (iii) water service to any of the lots, and each owner of a lot shall be responsible at his own expense to install wells and systems on his lot to provide for such type of services. All water wells, butane or similar gas systems and all sanitary sewer facilities shall be located in the rear of the residence and no part of any such system shall be located within twenty-five (25') feet of any interior lot line. All of such systems shall be constructed and maintained in strict accordance with all of the applicable standards and regulations for such systems as prescribed by any state, county, city or federal governmental agency having jurisdiction to regulate or control the installation and maintenance of such systems.

19. No structure or obstruction of any kind shall ever be constructed on or upon the utility easements shown on the plat of the subdivision, said easements being hereby expressly reserved and dedicated for the use of all public utilities as aforesaid.

EXECUTED this the 9 day of Feb, A. D. 1979.



R. W. JOHNSON CONSTRUCTION COMPANY,  
INC.

By:

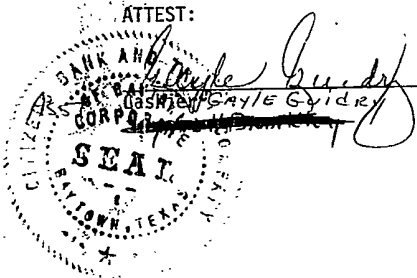
President

CITIZENS NATIONAL BANK AND TRUST  
COMPANY OF BAYTOWN

By:

President

CONRAD MAGUIRK



THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared R. W. JOHNSON, President of R. W. JOHNSON CONSTRUCTION COMPANY, INC., 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 purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of February, A. D., 1979.



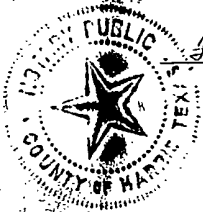
David L. Durwick  
NOTARY PUBLIC, HARRIS COUNTY, TEXAS.

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared CONRAD MAGUIRK, President of CITIZENS NATIONAL BANK AND TRUST COMPANY OF BAYTOWN, 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 purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of Feb, A. D., 1979.



Barbara Elkins  
NOTARY PUBLIC, HARRIS COUNTY, TEXAS

BARBARA ELKINS  
Notary Public in and for Harris County, Texas  
My Commission Expires 8-31-80

# BUSCH, HUTCHISON & ASSOCIATES, INC.

CONSULTING ENGINEERS

1107 FLEETWOOD DRIVE - BAYTOWN, TEXAS 77520 - PHONE (713) 422-8213

February 15, 1979

"EXHIBIT A"

VOL 430 PAGE 349

## FIELD NOTES: COTTON LAKE ESTATES SECTION 3

BEING a tract or parcel of land out of the Benjamin Winfree Survey, Abstract 28, Chambers County, Texas, and being a part of that certain 363.8972 acre tract conveyed by Stokes Adair to R.W. Johnson Construction Company as recorded in Volume \_\_\_ at Page \_\_\_ of the Deed Records of Chambers County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Cotton Lake Estates Section 2, map of said subdivision being recorded in Volume \_\_\_ at Page \_\_\_ of the Map Records of Chambers County, Texas said point being the Northwest corner of Cotton Lake Estates Section 3 and being in the East right-of-way line of F.M. Hwy. No. 2354;

THENCE North 88° 25' 04" East with the South line of Cotton Lake Estates Section 2 and the North line of Cotton Lake Estates Section 3 a distance of 6658.69' to a point;

THENCE South 06° 29' 07" West with a East line of Cotton Lake Estates Section 3 a distance of 241.16' to a point;

THENCE South 89° 37' 29" West with a South line of Cotton Lake Estates Section 3 a distance of 178.98' to a point;

THENCE South 01° 27' 53" West with a East line of Cotton Lake Estates Section 3 a distance of 241.36' to a angle point;

THENCE South 02° 23' 43" East continuing with the East line of Cotton Lake Estates Section 3 a distance of 280.30' to a point situated in the North right-of-way line of Lawrence Road (80' width);

THENCE South 88° 17' 40" West with the North right-of-way line of Lawrence Road and the South line of Cotton Lake Estates Section 3 a distance of 3252.82' to a angle point;

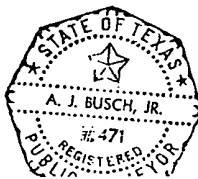
THENCE South 88° 19' 25" West continuing with the North right-of-way line of Lawrence Road and the South line of Cotton Lake Estates Section 3 a distance of 3012.88' to a point situated in the East right-of-way line of F.M. Hwy. No. 2354 being a curve;

THENCE in a Northwesterly direction with a curve to the left having a radius of 5789.58' and a curvilinear distance of 641.59' to a point;

THENCE North 16° 42' 55" West continuing with the East right-of-way line of F.M. Hwy. No. 2354 a distance of 146.05' to the POINT OF BEGINNING enclosing 112.70 acres more or less.

A. J. BUSCH, JR., ENG. REG. 11152  
SUR. REG. 47

AJB/ps



## FILED FOR RECORD

This the 12 day of Feb  
A. D. 19 79 at 12:30 o'clock A. M.

NORMA W. ROWLAND  
County Clerk, Chambers County, Texas  
By Gale King Deputy

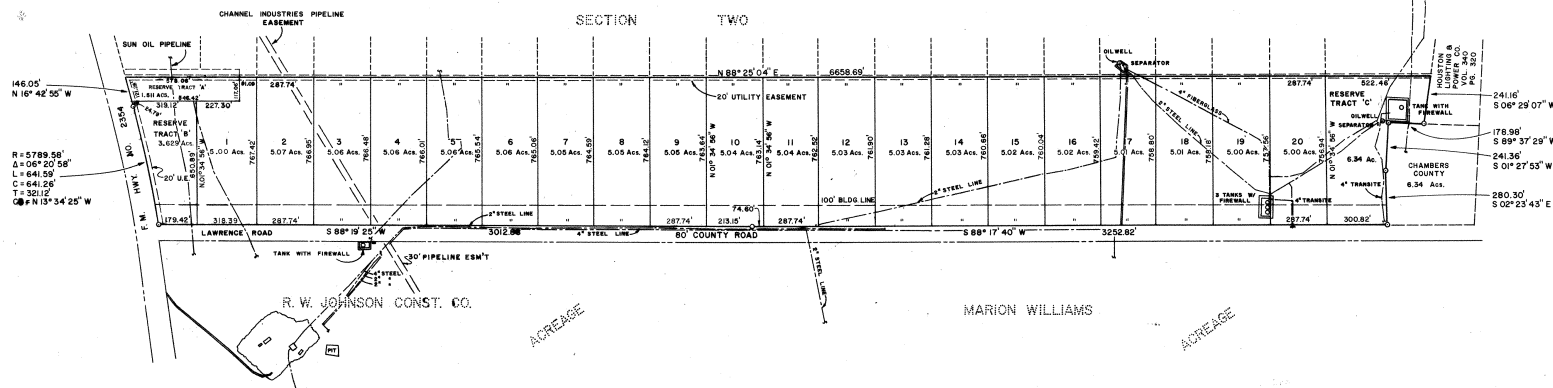
STATE OF TEXAS  
COUNTY OF CHAMBERS

I, NORMA W. ROWLAND, hereby certify that this instrument was filed on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Chambers County, Texas, as stamped hereon by me, on



FEB 20 1979

Norma W. Rowland  
COUNTY CLERK  
CHAMBERS COUNTY, TEXAS

COTTON LAKE ESTATES  
SECTION TWOSTATE OF TEXAS  
COUNTY OF HARRIS

We, R. W. Johnson and R. P. Johnson, President and Secretary respectively of R. W. Johnson Construction Co., Inc., according to the plans, surveys, deeds, mortgages, building lines, and easements shown above and designed said subdivision as COTTON LAKE ESTATES, located in the Benjamin Winfree Survey A-18, Chambers County, Texas, and all lands of said R. W. Johnson Construction Co., Inc., dedicated to public use, as such, the streets, alleys, parks, and easements shown hereon forever and do hereby waive any claims for damages sustained by the subdivision of any portion of the above lands or claims to such parks, and do hereby bind ourselves, our successors and assigns to maintain and forever defend the title to the land so dedicated.

There is also dedicated for utilities an underground water easement from (5) feet wide from a plumb survey (50) feet above the ground upward located adjacent to all easements shown hereon.

We hereby covenant and agree that all lots within the boundaries of this subdivision are for residential purposes unless otherwise noted.

In Testimony Whereof, R. W. Johnson Construction Co., Inc., has caused this plat to be signed by R. W. Johnson, its President, whose name is subscribed, attested by its Secretary, R. P. Johnson, and its common seal hereunto affixed this 11th day of January, 1979.

R. W. Johnson Construction Co., Inc.

BY: *R. W. Johnson*  
R. W. Johnson, PresidentATTEST: *R. P. Johnson*  
R. P. Johnson, SecretarySTATE OF TEXAS  
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared R. W. Johnson, President and R. P. Johnson, Secretary of R. W. Johnson Construction Co., Inc., 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 considerations therein expressed and in the capacity therein and herein set out, and as the act and deed of said corporations and individuals.

Given Under My Hand And Seal of Office  
This 11th day of January, 1979.

*Barth J. Burwick*  
Notary Public in and for  
Harris County, Texas

This is to certify that I, A. J. Busch, Jr., a registered public surveyor of the State of Texas, have planted the above subdivision from an actual survey on the ground, and that all lot and corner, angle points, and points of curve are properly marked with iron rods 1/2" x 2" - 6" and that this plat correctly represents said survey made by me.



*A. J. Busch, Jr.*  
A. J. Busch, Jr.,  
Registered Professional Engineer  
Texas Registration No. 17151  
Survey Registration No. 97

Approved by the Commissioners Court of Chambers County, Texas  
this 11th day of January, 1979.

*Worth J. Jones*  
County Judge  
*Lucas M. Mendenhall*  
Commissioner, Precinct 1  
*Charles H. Stephens*  
Commissioner, Precinct 1  
*Donald C. Dugan*  
Commissioner, Precinct 4

STATE OF TEXAS  
COUNTY OF CHAMBERS

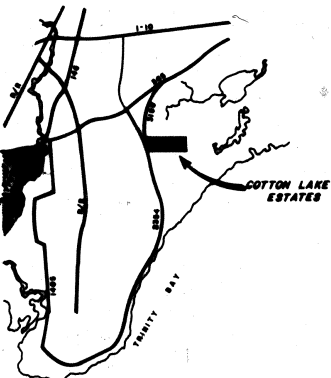
I, *Norma W. Howland*, Clerk of the County Court of Chambers County, Texas, do hereby certify that the within instrument with its certificate of acknowledgment was filed for registration in my office on 11th day of January, 1979, at \_\_\_\_\_ o'clock P.M., Volume \_\_\_\_\_ Page \_\_\_\_\_ of Record of said County.

Witness my hand and seal of office, at \_\_\_\_\_ the day and date last above written.

*Norma W. Howland*  
Clerk, County Court Chambers  
County, Texas  
BY: \_\_\_\_\_ Deputy

We, Citizens National Bank and Trust Co. of Houston, owner and holder of a lien against the above described property, have been notified by an instrument filed for record on \_\_\_\_\_ under County Clerk file number Chambers County, Texas, as being in fee charge subordinated to said subdivision and dedication said lien, and we hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

*Camille W. Howland*  
Charles H. Stephens, President  
*Spring Creek*  
President, Precinct 1

LOCATION MAP  
NO SCALECOTTON LAKE ESTATES  
SECTION TWO

A SUBDIVISION CONTAINING 112.170 ACRES OUT OF THE BENJAMIN WINFREE SURVEY A-28  
CHAMBERS COUNTY, TEXAS  
20 LOTS 3 RESERVE TRACTS SCALE: 1"=300' JANUARY 1979  
OWNER: R. W. JOHNSON CONSTRUCTION CO. INC.

BUSCH, HUTCHISON & ASSOCIATES INC.  
1107 FLEETWOOD BAYTOWN, TEXAS

79-2-55 Motion made by Stephenson and seconded by Mendenhall to give final approval to Cotton Lake Estates, S-3 and register Restrictions.

Let the record show that Commissioner Dugan abstains from voting.

Passed.

# 195-B

FILED FOR RECORD

This the 12 day of Feb.  
A. D. 19 1979 at 2:00 o'clock P.M.  
NORMA W. HOWLAND  
County Clerk, Chambers County, Texas  
By *Paul Dugan* Deputy

