

THE STATE OF TEXAS  
COUNTY OF POLK

6728

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KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned, being the sole owners of the lands and premises described  
as follows: All of Lake Livingston Estates, Section Number Five, as shown by Plat filed for record in:

Plat Book 5, Page 45, Record filed April 23, 1973

A Subdivision of 26.89 acres of land out of the  
J. Andrews Survey Abstract No. 888 and the Elijah  
Ratcliff Survey Abstract No. 65, Polk County Texas,  
and being a part of the land described in Deeds re-  
corded in Vol. 249, Page 642 and in Vol. 266, Page 581,  
Deed records, Polk County Texas

have established, and by these presents, do establish the following restrictions,  
on the improvements, use and sale of said property, which shall apply equally to  
all the lots in said subdivision as herein stated, and are for the mutual pro-  
tection and benefit of all future owners in said subdivisions 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 subdivision until August 1st, 2000 A.D.  
whereupon such restrictions shall terminate and cease, unless extended as herein-  
after provided, to-wit:

#### RESERVATIONS

1. The owners, their successors and assigns hereby reserve the right, without  
further assent or permit from the grantee, his, her and/or its successors in  
title, to grant to any public utility company, municipality, water company or  
cable company, the right to erect, maintain, lay, remove or repaired in all roads,  
streets, avenues or ways on which said above described lot abuts, or upon any part  
of said lot at the location of owner, electric light, telephone and telegraph poles  
and wires, cable wires, water, sewer, and gas pipes and conduits, catch basins,  
surface drains, and such other customary or usual appurtenances as may from time  
to time in the opinion of the owner or any public utility company, water company  
or municipality be deemed necessary or useful in connection with the beneficial use  
of said roads, street, avenues and ways, and one in and on said lot hereinafter  
described when necessary to effectuate any of the foregoing purposes, and all  
claims for damages, if any, by the construction, maintenance and repair thereof,  
or on account of temporary or other inconvenience caused thereby against the owner,  
or public utility company or municipality or any of its agents or servants are hereby  
waived by the Grantee for his, her, their, itself, and his, her, their, its successors  
in title.

2. There is also reserved for use of all public utility companies an undisputed aerial easement five feet wide from a plane twenty feet above the ground upward, located adjacent to the said easement reserved hereby.

RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owners of the said Lake Livingston Estates Section Five, Subdivision, do hereby covenant, and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such lands subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described, Save and Except, the boat launching area which shall not be in any manner restricted thereby unless specifically referred to, and further provided that Owners may select a tract for location of water well and facilities, and may from time to time select and designate such sites for commercial purposes and boat slips as the Owners hereof deem to be desirable and advantageous to the Owners hereof.

1. These covenants run with the land and shall be binding upon all parties and all persons claiming under them until August 1, 2000 A.D., at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the owners of the tracts has been recorded, agreeing to change said covenants 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 Owners, their heirs, administrators, or assigns, to enter and abate such violation without liability, or they, their heirs, administrators, or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or 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 item 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 herein.

4. The land to be conveyed hereunder shall be used for residential purposes only, except those lots which are designated on the official plat of said addition as being commercial lots, and except those lots which may from time to time be designated by Owner, its successors and assigns, for commercial purposes, and private boat slips.
5. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses, and prior to occupancy, the same shall be connected to a central sewage disposal system, if there is one in existence at the time serving such subdivision, but if no central sewage disposal system is in service at such time, then all toilets and all drain lines shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department, the Trinity River Authority of Texas, and the local Departments of Health, and shall be maintained by the grantee at all times in proper sanitary conditions, and in accordance with applicable State and County sanitary laws, and shall be subject to the inspection and approval of such authorities. No septic tank shall be placed nearer the shore line than the distance approved by the Trinity River Authority of Texas and the State Health Department, all State agencies and the local Health Departments.
6. The drainage of sewage into a road, street, allen, ditch or any waterway either directly or indirectly is prohibited.
7. No tract other than under the above enumerated circumstances shall be used only for a single family dwelling, and a private garage for not more than two cars; and no such garage may be erected except simultaneously or subsequent to the erection of the residence.
- 7-A. No building shall be erected, placed or altered on any residential lot until the construction plans and specifications and plan showing the location of the structure have been approved by the Lake Livingston Restrictions Committee (as hereinafter established) as to compliance with the restrictions on quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.  
There is hereby created the Lake Livingston Restrictions Committee, which shall be composed initially of \_\_\_\_\_, Clara Vavrecks, and J. H. Lehr. Vacancy in the Committee at any time shall be filled by the vote of the remaining members of member.
8. No building or structure shall be erected within twenty feet of any of the front line of each lot, and no building or garage shall be built within three feet of the side lines of said lot.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently,

10. No building may be moved upon said lot without the written permission being given by the Owner.

11. No residential structure shall be placed on a residential tract unless its living area has a minimum of eight hundred (800) square feet of floor, excluding porches and garages. The design, materials and workmanship in all buildings shall be in conformity with standards in common use by architects and builders or quality homes.

12. No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may be an annoyance or nuisance to the neighborhood,

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

14. No spiritous, vinous, or malt liquors capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof be used for illegal or immoral purposes.

15. No sign of any kind shall be displayed to the public view, except signs used by the builders to advertise the property during the construction and sales period, and a sign designating the names of the owners of said lots.

16. No oil drilling, oil development operations, 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 structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.

17. 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.

18. No building or frame construction shall be erected on any tract unless same shall at the time of construction receive at least one coat of paint.

19. All residences shall be "dried in" within six (6) months from the date of the beginning of construction, and all such residences shall be completed within twelve (12) months from the beginning date of construction, unless such period is extended in writing by the Owner herein.

20. No boats or trailers may be parked on the roads of said subdivision.
21. Drainage structures under private driveways shall have a drainage opening of sufficient size to permit the free flow of water without back water, and shall be at least twelve (12) inches in diameter. Pipes, culverts and so forth in all residences and other buildings must be kept in good repair and must have paint when necessary to preserve the attractiveness thereof,
22. Only the Owner and/or occupant of lots in Lake Livingston Estates, Section Five, together with their guests when accompanied by the Owner or occupant, shall be permitted to have the use of any boat launching sites or other recreational areas in said subdivision, and the use thereof shall be under the exclusive control and supervision of the Owner,
23. The following provisions, whether incorporated in each deed or not, shall be applicable to all residential lots in Lake Livingston Estates, Section Five.
24. Each lot herein conveyed is hereby subjected to an annual maintenance charge at the rate of Twenty-four (\$24.00) Dollars for each lot per year, for the purpose of creating a fund to be known as "Lake Livingston, Estate, Section Five, Maintenance Fund", to be paid by the owner of the lot, in conjunction with a like charge to be paid by the grantee of this lot, with a like charge to be paid by grantee of other lots in Lake Livingston Estate, Section Five, the same to be secured by a vendor's lien upon said lots and payable annually on the first day of January of each year, in advance, beginning January 1, 1974. Such annual charge may be adjusted from year to year by the said Owner as the needs of the property may in its judgment require, but in no event shall such charge be raised above Twenty-four (\$24.00) Dollars per year, unless raised by a majority vote of the lot owners. When a lot is bought during any part of the year, the grantee shall pay only two dollars (\$2.00) per month maintenance fee for the remainder of said year.
25. Such maintenance charge shall extend for a period of twenty-five (25) years, and shall be extended automatically for a successive period of ten years unless the owners of the majority of the lots in said addition paying such charge vote to discontinue such charge, such action to be evidenced by a written instrument, signed and acknowledged by the owners of the majority of the square foot area in the Deed Records of Polk County, Texas,
26. The owners and/or occupants of lot or lots in this subdivision shall at all times keep all weeds and grass thereon out in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential construction requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon, In the event of default on the

part of the owner or occupant of any lot in this subdivision in observing the above requirements, or any of them the Company may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may either bill the owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this subdivision, to pay such statement immediately upon receipt thereof. In the event said charge is not promptly paid, Owner may at its option add all such amounts to the unpaid principal balance then owing to the owner,

27. No building or residence on a water front lot shall ever be built upon stilts or poles of any kind, save and except any boat house adjoining the water may be built with creosoted poles or other like material,

28. Any house or other building being built on offwater lots on stilts or poles of any kind, such area beneath said building or house shall be underpenned and shall be completely enclosed from the outside of said poles.

29. It is expressly agreed and understood that the lien herein mentioned which exists to secure the payment of the said annual maintenance charge against this property, shall at all times be and remain a second and subordinate lien to any mechanics and materialmans lien and/or deed of trust lien which may be hereafter created upon and against said property or any part thereof, and any consolidation, renewal or extensions thereof; only when said maintenance charge is paid up to its current date, and when said liens or other indebtedness is made for the purpose of paying for the costs of building on said property.

Any violation of any one or more of these covenants shall in no way affect any other covenants, restrictions or conditions, but all such covenants, restrictions or conditions shall continue and remain in full force and effect,

WITNESS OUR HANDS at Livingston, Texas, this third day of December, 1973,

Lands Unlimited, Inc,

BY M. T. Potts  
M. T. Potts, President

ATTEST:

Sidney R. Smith  
Sidney R. Smith, Secretary  
Lands Unlimited, Inc.  
~~Livingston, Texas~~

~~Livingston, Texas~~

~~Livingston, Texas~~

STATE OF TEXAS }  
COUNTY OF POLK }

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BEFORE ME, the undersigned authority, on this day personally appeared M. T. Potts, President of Lands Unlimited, 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 purpose and considerations therein expressed and in the capacity therein stated,

Given under my hand, this the third day of December, 1973, and under my seal of office, this the third day of December, 1973.



*James Bright*  
Notary Public in and for Polk County, Texas

THE STATE OF TEXAS  
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 6th day of December.....1973..... at 11:00 o'clock...A...M. and was this day duly recorded at 10:35... o'clock...A... M., in Vol.....284.. Pages .....415..... et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 11th day of December.....1973..



K. W. KENNEDY  
Clerk, County Court, Polk County, Texas  
By James Kennedy..... Deputy