

TO THE PUBLIC

THE STATE OF TEXAS)

COUNTY OF LIMESTONE)

DEDICATIONS OF RESTRICTIONS

WHEREAS, CARL B. SADLER, JR. and wife, BETTYE M. SADLER, and LENA SADLER, hereinafter called "DEVELOPERS" are the record owners of all of the lots, tracts and parcels of land shown upon that certain map of a subdivision known and designated as Sadler Lakeshore Estates, a Subdivision in Limestone County, Texas, according to the plat of said Subdivision recorded in Cabinet 1, Plat A-80, Plat Records of Limestone County, Texas reference to which Plat and the Record thereof being here made for all purposes:

NOW, THEREFORE, CARL B. SALDER, JR. and wife, BETTYE M. SADLER, and LENA SADLER, acting herein by and through their duly authorized and acting Attorney-in-Fact, CARL B. SADLER, III, do hereby dedicate said property in accordance with the dedication appearing upon said plat and agree that the land shown to be subdivided into numbered lots according to said map is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations and restrictions, as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said property in said subdivision, as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by DEVELOPERS concerning the numbered lots set forth on said map, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

~~The restrictions hereinafter set forth, except as herein otherwise provided shall be and are hereby imposed upon each numbered lot in said subdivision, as shown by said plat and as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of DEVELOPERS, their heirs, executors, successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth.~~

I.

All lots situated in Sadler Lakeshore Estates Lots 1-13, as shown by the above referenced plat, shall be restricted to private residential dwellings.

II.

~~No loan-to, shack or other temporary structure of any character shall be permanently constructed on any of said lots.~~ No structure, other than a ~~single residence~~, designed and constructed for use by single family, together with servants quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residence as a single family dwelling, shall be constructed on any lot dedicated to private residential purposes, nor shall any residence constructed thereon

be converted into or thereafter used as a duplex, apartment house or any form of multiple family dwelling, nor shall any residences on separate lots be advertised for use or used as hotel, tourist cottages or as places of abode for transit persons, nor shall any structure, house trailer or building erected thereon or any part thereof be used as a dwelling pending the completion of the main dwelling house to be constructed thereon. By the term "house trailer", it is included but not limited to mobile homes and prefabricated type mobile homes.

III.

In no event shall any dwelling erected on any lot above referred to, nor shall the plans be approved for such residence that shall not contain a minimum of 1200 sq. ft. of living area, exclusive of garages and other appendages. Said dwellings must have wood shingle or composition roof, and may be erected on any type of foundation. In the event any other type of roofing is to be used, it must be approved by the architectural committee. In the event of split-level construction, foundations may be approved by the architectural committee. All improvements or additions to same shall be substantially and safely, constructed, painted, and kept in good repair; and all lots shall be kept in a clean and sanitary condition.

IV.

No building or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the structure, have been approved by the architectural control committee. The architectural control committee is composed of LINDA SADLER, CARL B. SADLER, JR. and BETTYE M. SADLER. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members 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. After ten (10) years from date of this instrument, then the record owners of the majority of the lots shall have the power, through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it, any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be required in writing. In the event the committee or its designated representatives, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to 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. ~~The residence or building, however, must be constructed in compliance with all other of the restrictive covenants herein set out.~~

The address of this committee is 509 E. Navasota, Groesbeck, Texas 76642.

V.

No horses, sheep, cows, goats, swine or other livestock may be kept on the premises.

VI.

No outside toilets will be permitted and no installation of any kind of disposal sewage shall be allowed which will result in raw or untreated sewage being carried into water bodies. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto. The drainage of septic tanks into roads, streets, alleys or public ditches, either directly or indirectly is strictly prohibited.

VII.

No sign or other advertising may be displayed on property unless approved by the architectural control committee.

VIII.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the road bed and the property line.

IX.

All exterior construction must be of new material and no used material shall be used on exterior portions of any dwelling erected, however, use of other than new material might be used for interior construction.

X.

No improvements in the way of building or appendages to building shall be built nearer than (10) feet to any adjacent lot line, nor nearer than twenty (20) feet to the property line adjacent to the road providing access to said property.

XI.

All of the restrictions and covenants herein set forth shall continue and be binding upon DEVELOPERS, their heirs, executors, administrators, successors or assigns, and upon the purchaser of said lots, for a period of fifty (50) years from the date this instrument is filed for record in the office of the County Clerk of Limestone County, Texas.

XII.

The terms and provisions hereof shall be binding upon DEVELOPERS, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and all subsequent purchasers or owners of property in said subdivision, each of whom shall be obligated and bound to observe the same provided, however, that no such person shall be liable, except in respect to breaches committed during his or their ownership of said property.

XIII.

The waiver or invalidation of any one or more of these restrictions, covenants, or conditions by judgment, court order or otherwise, shall in no wise constitute a waiver of or invalidate any other restriction, covenant or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect.

XIV.

No unsightly storage that is visible from the street shall be permitted on any lot.

XV.

If the parties hereto, or any of them, or their heirs or assigns, 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 development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and in order to prevent him or them from so doing or to recover damages or other dues for such violation.

EXECUTED this _____ day of _____, 198__.

CARL B. SADLER, III, Attorney-in-Fact for CARL B. SADLER, JR., BETTYE M. SADLER and LENA SADLER.

THE STATE OF TEXAS)
)
COUNTY OF LIMESTONE)

Before me, the undersigned authority, on this day personally appeared CARL B. SADLER, III, Attorney-in-Fact for CARL B. SADLER, JR., BETTYE M. SADLER and LENA SADLER, 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 expressed and in the capacity therein stated.

Given under my hand and seal of office on this the ____ day of _____, A. D. 198__.

Notary Public in and for
Limestone County, Texas