

VOL 578 PAGE 402

11872

THE STATE OF TEXAS
COUNTY OF POLKI
I
I

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, MAURINE V. GREGOOR (herein sometimes referred to as "Declarant"), is the owner of all that certain real property in Polk County, Texas, containing 25.051 acres of land out of the residue of the 172.6 acre tract described in Volume 322, Page 418 of the Polk County Deed Records, located in the Augustine Viesca Survey, Abstract 78, Polk County, Texas; said 25.051 acres being more particularly described by metes and bounds on Exhibit "A" attached hereto and for all purposes made a part hereof for reference; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of all of the property for the benefit of the present and future owners of such tract of land and for the protection of property values.

NOW, THEREFORE, in consideration of the premises, Declarant does hereby adopt and impress upon the premises aforesaid the following declarations, reservations, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all tracts including any dedicated roads and waterways therein; and each contract or deed which may be hereafter executed with regard to any of the tracts shall conclusively be held to have been executed, delivered and accepted subject to the following provisions, regardless of whether or not the same are set out in full or by reference in any such contract or deed:

RESTRICTIVE COVENANTS

(1) Structures:

- (a) No dwelling shall be erected or permitted to remain on any tract unless the dwelling has a floor area of at least 1600 square feet of living area (when measured to exterior walls), exclusive of attached garages, carports or porches.
- (b) No dwelling shall be located on any tract nearer than one hundred (100) feet to any front tract line (fronting on County Road) nor nearer than ten (10) feet to any side tract line, and no nearer than one hundred (100) feet to the bulkhead across the lake side of the property.

VOL 578 PAGE 403

However, if two (2) or more tracts are consolidated into a building site, these building setback provisions shall be applied to such resultant building site as if it were one original tract.

- (c) The set-back lines may be relaxed by decision of the Declarant if the above prescribed distances are not feasible, considering the terrain and topography of the tract.
- (d) No trailer, mobile home, tent, shack, garage, barn or other outbuilding or structure of a temporary character shall, at any time, ever be attached to the property or be used as a residence, temporarily or permanently; nor shall any structure ever be moved into or permitted to remain on any tract, except during construction of permanent structures. No trucks or equipment used for construction purposes may be parked or stored on any tract except during actual construction of a residence. No structure shall be erected on a foundation of creosoted poles or elevated above normal foundation heights.
- (d) Any residence constructed on this property shall be completed with reasonable diligence, and in all events within one (1) year from the commencement of construction, unless such period is extended in writing by Declarant, or a designated representative appointed by Declarant, or the successor of Declarant, or unless completion is prevented by war, strikes, or act of God. After such completion of construction, all temporary structures shall be removed.

2. Use:

- (a) This property shall be used for residential purposes only. The term "residential purposes", as used herein, shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and

VOL. 578 PAGE 404

all other commercial uses, and all such uses of said property are hereby expressly prohibited.

(b) None of the tracts or the improvements thereon shall be used for anything other than single-family, private residential purposes. During or after, but not before, the construction of a residence, there may also be constructed a garage, servants' quarters or a guest's quarters, so long as the same are connected (by covered breezeway or otherwise) with, and used in conjunction with such single-family, private residence.

(c) No professional, business, or commercial activity of any nature, or to which the general public is invited, shall be conducted on this property.

3. Area:

No part of this property shall be subdivided into a tract containing less than 1.50 acres, except that any person owning two (2) or more adjoining tracts may consolidate such tracts into a single building site.

4. Signs. No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any tract without the consent in writing of the Declarant. Declarant or her agents shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any tract without such consent, and, in so doing, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

5. Nuisances. No noxious or offensive activity shall be carried on or maintained, nor shall anything be done or permitted to be done thereon which may be or become a nuisance.

6. Firearms. The use or discharge of firearms is expressly prohibited.

7. Garbage and Trash Disposal. No tract shall be used as a dumping ground for garbage, trash, rubbish or other wastes. Trash, garbage, and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such material must be kept in a clean, sanitary and sightly condition. During the construction of improvements, no trash shall be burned on any lot except in safe incinerators,

VOL 578 PAGE 405

and unless same is so burned shall be removed by the owner to a location designated by the Declarant.

8. Storage of Materials. No building material of any kind shall be placed or stored upon any tract except during construction; and then such material shall be placed within the property lines of the tract on which the improvements are to be erected.

9. Animals. No horses, cows, hogs, poultry, or livestock of any kind (other than domestic house pets of reasonable kind and number) may be kept on any tract.

10. Unsightly Storage. If open carports are used, no unsightly storage shall be permitted therein that is visible from the County Road. No unsightly boats, trucks or vehicles shall be stored (or kept for the purpose of repair) on any tract, except in enclosed garages or storage facilities.

11. Maintaining Property. The purchasers of any tract, their heirs and assigns, agree to keep the property purchased mowed and cleaned and if this is not done, the Declarant may, without notice and without any liability for any type of damages, clean the property and mow the grass and weeds and charge the purchasers or other subsequent owners of the property for cost of mowing and cleaning.

12. Sewage. No outside toilets will be permitted. No installation of any kind for the disposal of sewage shall be allowed which would result in raw or untreated sewage being carried into the waters of Lake Livingston. No individual water-supply system or sewerage disposal system shall be installed on the herein described property unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Health Department of the State of Texas, the Trinity River Authority of the State of Texas, or any other governmental agency having jurisdiction thereof. Prior approval of the system to be installed and maintained shall be obtained from all governmental authorities having jurisdiction over the property. Furthermore, under no circumstances shall Declarant be obligated to furnish to, or provide for any such water-supply or sewerage disposal system. Furthermore, nothing

VGL 578 PAGE 406

contained herein, or in any other document executed in connection with this transaction, shall ever be construed as a promise, representation, covenant or warrant by Declarant that any type of water-supply system or sewerage-disposal system shall ever be established to service this property.

13. Duration. The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Declarant, her heirs, successors and assigns, and all persons or parties claiming under her or them for a period of thirty-five (35) years from the date hereof.

14. Binding Effect. All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Declarant and their respective heirs, executors, administrators, successors and assigns.

Declarant reserves the right to grant easements along County Road as may be required by public utility companies, at any time.

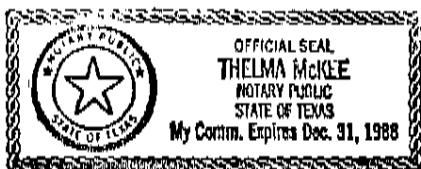
EXECUTED on this the 25th day of November, 1986.

Maurine V. Gregoor
MAURINE V. GREGOOR

THE STATE OF TEXAS I
COUNTY OF I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MAURINE V. GREGOOR, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of November, 1986.



Thelma McKee
Notary Public, The State of Texas
Thelma McKee
Notary's Printed Name
12-31-88
Commission Expires

After Recording Return To:
Bennett J. Roberts, Jr.
25025 IH-45 North, Suite 555
Spring, Texas 77380

VOL 578 PAGE 407

FIELD NOTES

25.051 ACRE TRACT

FIELD NOTES ON A TRACT OF LAND CONTAINING 25.051 ACRES, OUT OF THE RESIDUE OF THE 172.6 ACRE TRACT DESCRIBED IN VOLUME 322, PAGE 418 OF THE POLK COUNTY DEED RECORDS, LOCATED IN THE AUGUSTINE VIESCA SURVEY, ABSTRACT 78, POLK COUNTY, TEXAS, SAID 25.051 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 3/8" Iron Rod found on the West line of said 172.6 acres for the Northwest corner of this 25.051 acres and the Southwest corner of a 3.155 acre tract out of said 172.6 acres, whence the Northwest corner of said 172.6 acres bears N 26°52'53" E 694.02 feet;

THENCE, S 85°16'52" E, along the South line of said 3.155 acres, a distance of 657.99 feet to a point on the Trinity River Authority Fee Taking Line for the Northeast corner of this 25.051 acres;

THENCE, along said Fee Taking Line as follows; S 30°11'00" W 188.49 feet, S 13°21'00" W 841.46 feet, S 08°39'00" W 526.21 feet, and S 88°15'00" W 241.35 feet to a 1/2" Iron Rod set for an angle corner of this 25.051 acres and the Northeast corner of a 16.43 acres tract described in Volume 337, Page 251 of said Deed Records;

THENCE, N 71°13'19" W, along the North line of said 16.43 acres, a distance of 608.57 feet to a 1 1/2" Iron Pipe found on the Southeast Right-of-Way line of a County Road for the Southwest corner of this 25.051 acres and the Northwest corner of said 16.43 acres;

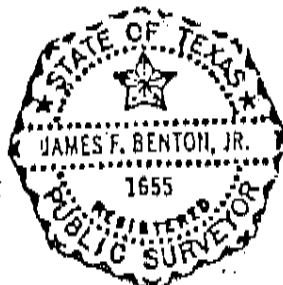
THENCE, along said Right-of-Way line as follows; N 12°33'23" E 174.08 feet, N 20°29'54" E 128.69 feet, N 23°26'07" E 407.03 feet, N 26°36'56" E 61.54 feet and N 23°34'46" E 381.74 feet to a 1 1/2" Iron Pipe found for an angle corner of this 25.051 acres;

THENCE, N 16°31'59" E, a distance of 231.50 feet to a 3/8" Iron Rod found on the West line of said 172.6 acres for an angle corner of this 25.051 acres;

THENCE, N 26°52'53" E, along last said line, a distance of 86.06 feet to the PLACE OF BEGINNING and containing 25.051 acres of land.

SURVEYOR'S CERTIFICATE

I, JAMES F. BENTON, JR., TEXAS REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THESE FIELD NOTES ARE CORRECT AND TRULY REPRESENTS AN ACTUAL SURVEY ON THE GROUND, BY ME, THE 9TH DAY OF JULY, 1986.



James F. Benton, Jr.
JAMES F. BENTON, JR.
BENTON SURVEYING & MAPPING
P. O. BOX 30
104 EAST DENHAM STREET
LIVINGSTON, TEXAS 77351

EXHIBIT A

RECORDER'S MEMORANDUM
All or Parts of the Text on This Page
Was Not Clearly Legible For Satisfactory
Recording

VOL 578 PAGE 408

STATE OF TEXAS
COUNTY OF POLK

I, ALINE STEPHENSON, hereby certify that this instrument was filed in file number sequence 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 Polk County, Texas as stamped hereon by me on

NOV 25 1986



Aline Stephenson
COUNTY CLERK
POLK COUNTY, TEXAS

OFFICIAL RECORDS

FILED FOR RECORD

1986 NOV 25 PM 3:20

ALINE STEPHENSON-COUNTY CLERK
POLK COUNTY, TEXAS

Aline Stephenson
BY