

Deed VOL. 906 PAGE 745

AMENDED RESTRICTIONS

THE STATE OF TEXAS X
COUNTY OF ANDERSON X

KNOW ALL MEN BY THESE PRESENTS:

THAT E. P. McCALL, JR., of Anderson County, Texas, being the owner of VENTURE NORTH, a subdivision in Anderson County, Texas, as shown by a Map of said Subdivision recorded in Volume 164, Page D, Map Records of Anderson County, Texas, to which reference is here made for a more particular description, hereby place the following restrictions on all of the lots shown on said Map or Plat above referred to.

Section I

In consideration of the premises and benefits to the above named subdivider and all future Purchasers of lots in VENTURE NORTH, their successors, heirs or assigns, it is hereby covenanted and agreed, and all future Owners of property in said Subdivision acquiring title from or through E. P. McCALL, Jr., that the following restrictions are impressed upon and running with the land, and any one or more of the owners of said lots, now or in the future, may jointly or severally have the right to enforce such restrictions using whatever legal method may be deemed advisable. If any one of such restrictions shall be held invalid as a matter of law, or for any reason is not enforced, none of the other restrictions shall be affected, or impaired thereby, nor shall the failure to enforce said restriction or restrictions, but all valid restrictions shall remain in full force and effect.

Section II

A. All lots shall be known and described as residential lots. No structures shall be erected on or moved upon any residential lot other than a one detached single family dwelling, and with a minimum of a two-

detached or detached No building

used that would not be architecturally acceptable to this subdivision. No sheet metal as roofing shall be used (other than gutters and valleys) as roofing on said houses and no house or structure of any kind shall be moved onto said lot or lots, nor shall any old house or structure be torn down and the materials therefrom used to erect any structure on said premises.

B. The principal structure on said premises, which shall be a residential dwelling, shall have a minimum of 1500 square feet of floor space, excluding porches, carports, or attached garages, and shall be centrally heated and air-conditioned. However, this restriction shall not apply to heating and cooling methods developed hereafter so long as such developments do not give the appearance of "windo units".

C. No building shall be located on any lot nearer to the front line than 25 feet, nor nearer to the side street or line than the minimum set-back lines established by the zoning regulations of the City of Palestine. Attached garages and accessory buildings may not be located nearer than 3 feet from any lot line, or the minimum allowed by the said zoning regulations of the City of Palestine. Unless otherwise provided in said zoning regulations, eaves and steps shall not be considered as a part of a building, provided however that the same shall not be construed to permit any portion of said building, eaves or steps, to encroach upon or overhang onto an adjoining lot or property not belonging to the owner of said building.

D. No fence shall be erected on any lot nearer to any street than the minimum set back line and no fence shall be placed on any portion of the sites higher than 6 feet from the ground.

E. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent or signs used by a builder to advertise the property during

ponies and like animals which may be kept provided they do not create a nuisance of physically disturb adjoining property and are not kept for commercial or private sale purposes.

G. No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary containers only. All incinerators or other equipment for storage or disposal for such material shall be kept in a clean and sanitary condition. All garbage placed outside the residence for collection shall be kept in a sanitary container and removed promptly after collection thereof.

H. No noxious or offensive activity shall be carried on upon any lot nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This provision shall override the right to maintain dogs or cats, if the same become an annoyance or nuisance to a majority of the property owners within 500 feet of the property on which they are kept.

I. No structure or a temporary character, trailer, trailer house, camper, tent, shack, barn or other out-building shall be used on any lot, either temporarily or permanently, other than a garage, as above allowed and providing that it meets the architectural standards of the subdivision. No lot owner shall use or allow to be used his property or any part of the street in front of such property for trucks, large vans, trailers or other large vehicles except for the period of time needed for normal loading and unloading of such vehicles, motor homes and recreational vehicles only, excepted, but limited to the interior of the lot.

J. No building material of any kind or character shall be placed or stored upon said property until the Owner is ready to commence improvements or repairs, and then such material shall be placed within the property lines

outbuilding shall be occupied by anyone before the residence is completed.

L. Driveways from public streets to dwelling or garage shall be constructed of asphalt, concrete or comparable material at least 25 feet into lot from public streets or roadways.

M. Completed construction of principal residence, outbuildings or add-ons shall not exceed 8 months unless for reason of architectural uniqueness or upon written approval of developer or assignee.

N. No lot shall be subdivided for purpose of resale by lot owners.

O. Violations of any restrictions, covenants or conditions herein contained shall give the developer, its successors or assigns the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the lot owner and such entry and abatement or removal shall not be deemed a trespass.

P. Every Grantee accepting any conveyance of any lot or lots in said Subdivision shall be conclusively deemed by such acceptance to agree and consent to all of the foregoing restrictions, covenants and conditions.

Q. Any person, corporation or group who shall violate or attempt to violate any restriction, covenant or condition herein contained, shall be subject to liability to any property owner or the subdivider, or any group thereof, in a Court of Law or equity, either to prevent or correct such violation and recover damages, reasonable attorney's fees and all costs of court and such other and further relief, as the court may deem proper.

R. No lot shall be used as an easement or roadway for the purpose of constructing an extension to any existing streets as platted.

S. An adequate septic tank and field line shall be installed and connected to all sewerage outlets of said house and/or service rooms, if detached; provided however, that the kitchen sink shall be connected to

Section III

All rights herein are subordinated to any valid lien or liens now existing or which may hereafter exist in good faith, against any lot or parcel of land in this subdivision. However, it shall not be construed hereby as a waiver or release of any of said restrictions and a foreclosure of any lien upon any lot or lots in the subdivision shall not cut off or remove the restrictions existing against such real estate, but the title acquired through foreclosure or sale under a Deed of Trust shall be subject to the restrictions herein provided and the parties authorized under these restrictions to correct, remove and collect damages against the ultimate owner shall not be impaired.

This instrument is made in place of and as an instrument of Correction of Restrictions executed by E. P. McCall, Jr., dated November 21, 1979 and recorded in Volume 905, Page 701 of the Deed Records of Anderson County, Texas, wherein by error or mistake Subsection S of Section II was omitted, and this instrument is executed by E. P. McCall, Jr. in order to correct said mistake, and in all other respects confirming said former restrictions.

Witness the execution hereof on this 5th day of December, 1979, in the City of Palestine, Anderson County, Texas.

E. P. McCall, Jr.
E. P. McCALL, JR.

NOTARY PUBLIC
THE STATE OF TEXAS X
COUNTY OF ANDERSON X
BEFORE ME, the undersigned authority, on this day personally appeared
E. P. McCall, Jr., known to me to be the person whose name is subscribed

VENTURE NORTH - SECTION II
RESTRICTIONS

29864

THE STATE OF TEXAS) (

COUNTY OF ANDERSON) (

KNOW ALL MEN BY THESE PRESENTS:

THAT E.P. McCall, JR. AND JON GREGG, INC., of Anderson County, Texas, being the owners of VENTURE NORTH, a subdivision in Anderson County, Texas, as shown by a Map of said Subdivision recorded in Volume 73, Page 8 Map Records of Anderson County, Texas, to which reference is here made for a more particular description, hereby place the following restrictions on all of the lots shown on said Map or Plat above referred to.

Section I

In consideration of the premises and benefits to the above named subdivider and all future Purchasers of lots in VENTURE NORTH, their successors, heirs or assigns, it is hereby covenanted and agreed, and all future Owners of said property in said Subdivision acquiring title from or through E.P. McCall, Jr. and Jon Gregg Inc., that the following restrictions are impressed upon and running with the land, and any one or more of the owners of said lots, now or in the future, may jointly or severally have the right to enforce such restrictions using whatever legal method may be deemed advisable. If any one of such restrictions shall be held invalid as a matter of law, or for any reason is not enforced, none of the other restrictions shall be affected, or impaired thereby, nor shall the failure to enforce said restriction or restrictions, but all valid restrictions shall remain in full force and effect.

Section II

A. All lots shall be known and described as residential lots. No structures shall be erected on or moved upon any residential lot other than a one detached single family dwelling, and with a minimum of a two-car

lot, shall be underpinned. No exterior finish materials may be used that would not be architecturally acceptable to this subdivision. No sheet metal as roofing shall be used (other than gutters and valleys) as roofing on said houses and no house or structure of any kind shall be moved onto said lot or lots, nor shall any old house or structure be torn down and the materials therefrom used to erect any structure on said premises.

B. The principal structure on said premises, which shall be a residential dwelling, shall have a minimum of 1600 square feet of floor space excluding porches, carports, or attached garages, and shall be centrally heated and air-conditioned. However, this restriction shall not apply to heating and cooling methods developed hereafter so long as such developments do not give the appearance of "window units".

C. No building shall be located on any lot nearer to the front line than 35 feet, nor nearer to the side street or line than the minimum set-back lines established by the zoning regulations of the City of Palestine. Attached garages and accessory buildings may not be located nearer than 3 feet from any lot line, or the minimum allowed by the said zoning regulations of the City of Palestine. Unless otherwise provided in said zoning regulations, eaves and steps shall not be considered as a part of a building, provided however that the same shall not be construed to permit any portion of said building, eaves or steps, to encroach upon or overhang onto an adjoining lot or property not belonging to the owner of said building.

D. No fence shall be erected on any lot nearer to any street than the minimum set back line and no fence shall be placed on any portion of the sites higher than 6 feet from the ground.

E. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property

prevent ownership of dogs, cats or other household pets, including children's ponies and like animals which may be kept provided they do not create a nuisance or physically disturb adjoining property and are not kept for commercial or private sale purposes.

G. No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary containers only. All incinerators or other equipment for storage or disposal for such material shall be kept in a clean and sanitary condition. All garbage placed outside the residence for collection shall be kept in a sanitary container and removed promptly after collection thereof.

H. No noxious or offensive activity shall be carried on upon any lot nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This provision shall override the right to maintain dogs or cats, if the same become an annoyance or nuisance to a majority of the property owners within 500 feet of the property on which they are kept.

I. No structure of a temporary character, trailer, trailer house, camper, tent, shack, barn or other out-building shall be used on any lot, either temporarily or permanently, other than a garage, as above allowed and providing that it meets the architectural standards of the subdivision. No lot owner shall use or allow to be used his property or any part of the street in front of such property for trucks, large vans, trailers or other large vehicles except for the period of time needed for normal loading and unloading of such vehicles, motor homes and recreational vehicles only, excepted, but limited to the interior of the lot.

J. No building material of any kind or character shall be placed or stored upon said property until the Owner is ready to commence improve-

outbuilding shall be occupied by anyone before the residence is completed.

L. No garages shall be constructed with doors facing the public street or roadway. All garages shall have doors.

M. Driveways from public streets to dwelling or garage shall be constructed of asphalt, concrete or comparable material at least 35 feet into lot from public streets or roadways.

N. Completed construction of principal residence, outbuildings or add-ons shall not exceed 8 months unless for reason of architectural uniqueness or upon written approval of developer or assignee.

O. No lot shall be subdivided for purpose of resale by lot owners.

P. Violations of any restrictions, covenants or conditions herein contained shall give the developer, its successors or assigns the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the lot owner and such entry and abatement or removal shall not be deemed a trespass.

Q. Every Grantee accepting any conveyance of any lot or lots in said Subdivision shall be conclusively deemed by such acceptance to agree and consent to all of the foregoing restrictions, covenants and conditions.

R. Any person, corporation or group who shall violate or attempt to violate any restriction, covenant or condition herein contained, shall be subject to liability to any property owner or the subdivider, or any group thereof, in a Court of Law or equity, either to prevent or correct such violation and recover damages, reasonable attorney's fees and all costs of court and such other and further relief, as the court may deem proper.

S. No lot shall be used as an easement or roadway for the purpose of constructing an extension to any existing streets as platted.


T. An adequate septic tank and field line shall be installed and connected to all sewerage outlets of said house and/or service rooms, if

will be no standing water nor moisture seepage, nor odors of any degree to the surface of the ground above said installation.

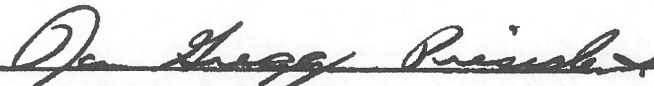
Section III

All rights herein are subordinated to any valid lien or liens now existing or which may hereafter exist in good faith, against any lot or parcel of land in this subdivision. However, it shall not be construed hereby as a waiver or release of any of said restrictions and a foreclosure of any lien upon any lot or lots in the subdivision shall not cut off or remove the restrictions existing against such real estate, but the title acquired through foreclosure or sale under a Deed of Trust shall be subject to the restrictions herein provided and the parties authorized under these restrictions to correct, remove and collect damages against the ultimate owner shall not be impaired.

Witness the execution hereof on this 22 day of April, 1981, in the city of Palestine, Anderson County, Texas.



E.P. McCall, Jr.



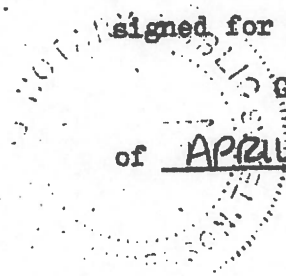
Jon Gregg

THE STATE OF TEXAS)(

COUNTY OF ANDERSON)(

BEFORE ME, the undersigned authority, on this day personally appeared E.P. McCALL, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed for the purpose s and consideration therein expressed.

Given under my hand and seal of office on this the 23RD day of APRIL, 1981.



Connie Rhodes
Notary Public in and for

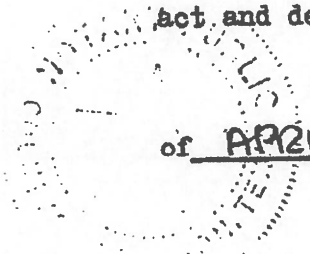
Anderson Co. Texas

THE STATE OF TEXAS)(

COUNTY OF ANDERSON)(

BEFORE ME, the undersigned authority, on this day personally appeared JON GREGG, president of JON GREGG, INC., a corporation, 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, and as the act and deed of said corporation.

Given under my hand and seal of office on this the 23RD day of APRIL, 1981.



Connie Rhodes
Notary Public in and for