

COLONIAL ESTATES, PHASE 1

MAP

10/158

RESTRICTIONS

²⁷⁹¹⁴¹
~~None of record~~

REST: 279141

15' BSBL interior side lot line.

25' BSBL front.

10' U.E. on all sides of the tracts.

THE STATE OF TEXAS
COUNTY OF ORANGE

KNOW ALL MEN BY THESE PRESENTS:

That C & E Land Co., of the County of Orange, State of Texas, owners of a subdivision named Colonial Estates, Phase 1 of record in Vol. 10, page 58 of the map records of Orange County, Texas, reference to which map or plat is made for all purposes, do hereby publish, establish and record the following restrictions:

RESTRICTIONS

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all the real property situated within the subdivision and each part thereof shall be held, sold and conveyed only subject to the following reservations, easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in any lot or tract constituting any part of said subdivision or any portion thereof, theirs heirs, successors and assigns and shall ensure to the benefit of each owner thereof.

1. Each contract, deed, deed of trust, or other instrument which may be hereafter executed with respect to any property situated within the subdivision shall be deemed and held to have been executed, delivered and excepted subject to all the terms and provisions contained herein, regardless of whether or not any such terms and provisions are set forth therein and referred to therein.

2. The streets and roads shown on said recorded plat are dedicated to the use of public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

3. (a) The utility easements shown on the recorded plat are dedicated with the reservations that such utility easements are for the use and benefit of any public utility authorized to operate and/or operating in Orange County, Texas, as well as for the benefit of the Declarant and the property owners in the subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power lines, telephone lines, gas lines, water lines, sanitary sewers, storm sewers and any other utility or service which the Declarant may find necessary or proper.

(b) The title conveyed to any property in the subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer, or sanitary lines, poles, pipes, conduits or other appurtenances or facilities constructed by Declarant or public utility companies upon, under, along, across or through such public utility easements; and the right, (but no obligation) to construct, maintain, repair, and operate such systems, utilities, appurtenances and facilities is reserved to the Declarant, his heirs, successors and assigns.

(c) The right to sell or lease such lines, utilities, appurtenances, or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to Declarant.

(d) Neither the Declarant, nor his heirs, successors or assigns, using said utility easements shall be liable for any damages done by any such parties or any of their agents or employees to shrubbery, trees, flowers, or other property of the land owner situated on the land covered by said utility easements.

4. The provisions hereof, including the reservations, easements, covenants, conditions, and restrictions herein set forth, shall run with the land and shall be binding upon the Declarant, his heirs, successors and assigns, and all persons or parties claiming under him or them for a period of twenty five (25) years from the date hereof, at which time all such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of twenty five (25) years, or ten (10) years, the then owners of sixty (60%) per cent of the lots in the subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid twenty five (25) year period or any successive ten (10) year period thereafter.

5. In the event of any violation, or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions or restrictions herein contained, enforcement shall be authorized by any proceeding law or in equity against any person or persons violating or attempting to violate any of such provisions, including but not limited to a proceeding to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such persons has sustained by the reason of the violation of such provision. Any person found to have violated, or to attempted to violate any of the provisions hereof in any proceedings at law or in equity hereby agrees to pay to the opposite parties Attorney in the action or proceeding such fees to be fixed by the Court. It shall be lawful for the Declarant, or any person or persons owning property in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.

6. Should any portion of this instrument for any reason be declared invalid, such decision shall not effect the validity of the remaining portion, which remaining portion shall remain in full force and effect as if this instrument had been executed with the invalid portion therein eliminated.

7. No violation of the provisions herein contained, or any portion thereof, shall effect the liens created by any mortgage, deed of trust, or other instrument presently of record, or hereinafter placed of record, or otherwise affect the rights of any person holding under the same; and the liens created by any such instruments may, nevertheless, be enforced in accordance with its terms; provided, however, that the provisions hereof shall be binding on any owner whose title is acquired by judicial or other foreclosure, by trustee's sale or by other means.

8. Each lot in the subdivision shall be used as a residence for a single family and for no other purpose.

9. No building shall be erected, altered or permitted to remain on any lot within the subdivision other than one (1) single family residential dwelling, a private garage, (or other covered car parking facility) and one other outbuilding, provided, however, that such private garage, (or other covered car parking facility) and/or outbuilding shall not exceed the height of such residential dwelling. The exterior of the private garage, covered parking facility or outbuilding should match the exterior of the residence.

10. The living area of each single family residential dwelling (exclusive) of open or screened porches, terraces, driveways, garages, (or other covered car parking facility and out buildings) shall not be less than 2,000 square feet. The exterior materials of all structures permitted to be constructed or erected upon a lot within the subdivision must be of either brick, a combination of brick and wood, brick with vinyl trim, brick with hardy plank or equivalent, stucco or stone.

11. No building should be located nearer to the front lot lines, nor nearer to the side street lines than the buildings setback lines shown on the aforesaid plat. The main residential structure shall not be located within fifteen (15) feet of an interior side lot line. If any two (2) or more lots of tractions thereof are consolidated into one home site, in conformity with the provisions hereinafter set forth, the building setback (front and side) restrictions shall be deemed to apply to such resultant home site as if it were one original lot. In any event, no building shall be located on any lot or home site nearer than twenty five (25) feet to the front lot line.

12. No lot in the subdivision shall be re-subdivided in any fashion or manner except as may be otherwise provided for herein. Any owner of one or more adjoining lots in the subdivision may subdivide (or consolidate) such lots into building sites, with the privilege of placing or constructing improvements as permitted herein, on each such resulting site, provided that such subdivisions (or consolidations) does not result in the resulting building site having less than 150 feet of street frontage on the front street line.

13. Any garage placed on any lot or building site within the subdivision which faces or opens towards the street must be finished with shiplap, paneling, or sheetrock and kept jointed. All buildings constructed upon any lot within the subdivisions must be "dried in" within six (6) months from the date construction commences. As used herein, the term "dried in" means that the outside exterior of the building must have the appearance of a completed building.

14. No structure of a temporary character, or any trailer, mobile home, modular home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot within the subdivision at any time as a residence temporarily or permanently. Nor may any mobile home be permitted on any lot, whether of not wheels are attached.

15. No rubbish, trash, garbage, manure, debris, or other waste material shall be kept or permitted on any lot within the subdivision except in sanitary containers located in appropriate areas concealed from the public's view.

16. No business of any kind shall be conducted on or from any lot within the subdivision, with the exception of the Declarant, his heirs, successors and assigns, in developing and selling lots situated within the subdivision to the general public.

17. Only household pets, such as cats or dogs may be kept within the subdivision. No cattle, horses, sheep, swine, or other livestock shall be permitted.

18. No privy or cesspool shall be placed or maintained on any lot within the subdivision.

19. No sign of any kind shall be displayed to public view on any lot within the subdivision, except customary name and address signs and lawn signs of not more than three (3) square feet in size advertising a property for sale or rent.

20. Nothing shall be done or kept on any lot within the subdivision which would increase the rate of insurance relating thereto and no owner shall permit anything to be done or kept on his lot or building site which would result in the cancellation of insurance on any residence, or which would be in violation of any law.

21. All lots in the subdivision shall be kept at all times in a sanitary, healthful, and attractive condition, and the owner or occupant of all lots or buildings sites shall keep all weeds and grass thereon cut, and shall in no event use any lot or building site within the subdivision for storage of material or equipment except for normal residential requirements.

22. The foundation under the living area of each single family residential dwelling (exclusive of open or screened porches, terraces, driveways, garages (or other covered parking facility) and other outbuildings) shall be made of concrete or any other material that may be produced in the future, which has the same appearance and properties of concrete.

23. Fencing shall be permitted on property lines, but it should be noted that there is a ten (10) foot utility easement on all sides of the tracts.

24. If any owner of any lot in said subdivision or any other person violates any of the covenants herein, it shall be lawful for any other person or persons owning a lot in the subdivision to prosecute under any proceedings at law or in equity any person violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages for such violation.

25. If any one or more of these covenants and restrictions are invalidated by judgment of any court, such invalidation shall in no way effect any other covenants, restrictions and provisions herein contained and shall remain in full force and effect.

C & E LAND COMPANY

By W. Tim Edgar
W. Tim Edgar, PRESIDENT

THE STATE OF TEXAS
COUNTY OF ORANGE

This instrument was acknowledged before me on this 25th day of January
2005, by Tim Edgar, of C & E Land Co., on behalf of said Corporation.

Marviana McCarty
NOTARY PUBLIC, STATE OF TEXAS

FB¹
After recording return to:

Bryan Windham
C. & E. Land Company
P.O. Box 226
Orangefield, Texas 77639

700 + 500 RP + 100 SF + 500 RA



FILED FOR RECORD

'05 JAN 25 AM 11:32

KAREN JO VANCE
COUNTY CLERK
ORANGE COUNTY, TEXAS

Karen Jo Vance

