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IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the court that said indebtedness, as shown by the final report and final account of the administratrix is a charge against the heirs at Law of the said John A. Young, deceased, for the payment of which they are bound. It is ORDERED that the Administratrix do pay all costs of court.

M. D. Johnson
County Judge, Jefferson County,
Texas.

No. 2243 In the Matter of the Estate of John A. Young, Deceased. In the County Court of Jefferson County, Texas. Order Approving Final Report and Closing Estate.

The State of Texas)
County of Jefferson)

I, Fred G. Hill County Clerk of Jefferson County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the "Order Closing Estate" in the Estate of John A. Young, Deceased, Estate No. 2243, as the same appears on file among the Probate papers of said Estate and of record in volume 33 on page 446 of the Probate Minutes of said County in my office.

Given under my hand and seal of office, this the 29th day of October, A. D. 1965.

Fred G. Hill County Clerk,
Jefferson County, Texas.
By *R. L. Ramey* Deputy.



FILED FOR RECORD the 1 day of Nov. 1965 at 11:40 o'clock A.M.
RECORDED the 2 day of Nov. 1965 at 9:00 o'clock A.M.
MRE. L. V. HIGHTOWER, COUNTY CLERK
BY *Carma Jean Smart* DEPUTY.

619377

RESTRICTIONS, COVENANTS, CONDITIONS,
EASEMENTS AND RESERVATIONS

LAKE CROFT BEACH ESTATES, INC.

WINTER VALLEY SUBDIVISION

WHEREAS, Lake Croft Beach Estates, Inc., a Texas corporation, as the owner of a 1104-acre tract of land out of the Richard Green League A-197, the John T. Chilton Survey A-677, and the Reason Green League A-43, in Liberty County, Texas, by virtue of deeds from Price Daniel recorded in volume 580, page 297, and Volume 490, page 335, of the Deed Records of Liberty County, Texas, has subdivided a portion thereof into lots as shown on map or plat of WINTER VALLEY SUBDIVISION (containing six sheets) recorded in Volume 8, page 15, of the Records of Maps of Liberty County, Texas; and

WHEREAS, Lake Croft Beach Estates, Inc., as owner of all of the lots in said WINTER VALLEY SUBDIVISION, has heretofore sold some of said lots prior to the recording of the above subdivision plat--however, such lots were all sold subject to the hereinafter specified restrictions, covenants, conditions, easements and reservations; and

WHEREAS, Lake Croft Beach Estates, Inc. desires to adopt as a comprehensive plan the hereinafter stated restrictions, covenants, conditions, easements and reservations, and to place the same against all lots in the WINTER VALLEY SUBDIVISION;

NOW, THEREFORE, know all men by these presents that Lake Croft Beach Estates, Inc., acting herein by and through the undersigned, its duly authorized officers, does hereby adopt the restrictions, covenants, conditions, easements and reservations under a comprehensive plan as contained in EXHIBIT A attached hereto and made a part hereof the same as if copied here in full. All property in said WINTER VALLEY SUBDIVISION shall be conveyed, held and used subject to the terms, provisions and conditions thereof, which shall constitute covenants running with the land.

EXECUTED this 1st day of September, 1965.

ATTEST:

LAKE CROFT BEACH ESTATES, INC.

Louise Bergman
Secretary

By David Miller
David Miller, President

THE STATE OF TEXAS)
COUNTY OF BEXAR)

Before me, the undersigned authority, on this day personally appeared DAVID MILLER, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of said LAKE CROFT BEACH ESTATES, INC., a corporation, that he was duly authorized to perform the same, and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Witness my hand and seal of office this 1st day of September, 1965.



Patsy A. Wythe
Notary Public, Bexar County, Texas

PATSY A. WYTHE
Notary Public, Bexar County, Texas

WINTER VALLEY -- Restrictions

It is mutually agreed by and between the parties hereto that the property herein described is subject to the following applicable restrictions, covenants and reservations which shall be binding on the parties hereto and all persons claiming under them, and all covenants and restrictions shall be binding upon the Purchaser or his successors, heirs and assigns. Said covenants and restrictions are for the benefit of the entire property, to wit:

1. All tracts as evidenced by the Map or Plat thereof shall be used for new residence purposes only, and no part thereof shall be used for business purposes nor any other structure whatsoever, other than a first-class private residence, with the customary outbuildings, garages and servant's houses, provided however, that no servant's house, outbuilding or garage shall be lived in as a home. No building may be moved on any tract on the property. All structures will be built of new material. Tracts designated as business may be used either for residential or business purposes, or both, provided, however, that if used for a business no business will sell opened alcoholic beverages and the nature and purpose of the business use shall first be approved in writing by Seller, its successors, assigns or designees. A written notice to be accompanied with house plans must be delivered to our office 30 days prior to the start of construction and must be approved by Seller in writing.
2. That no residence shall be erected or placed upon any tract therein restricted as a residential lot which does not contain at least 1,000 sq. ft. exclusive of open porches, breezeways, carports and garages. Either frame or rock construction is permitted provided at least 40% of construction is brick or stone and all residences shall be placed or built upon a concrete slab foundation. All buildings must be completed not later than 12 months after laying foundations and no garage or other structure may be built except simultaneously with or subsequent to erection of permanent residence or approved business. Servant's quarters and guest houses may be constructed to the rear of completed permanent residence.
3. No noxious or offensive trade or activity shall be carried on upon any tract, business or residential, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
4. All buildings of frame construction and all fences, except chain link fences, shall be painted with at least two coats of paint. No building or structure shall be occupied or used until the exterior thereof is completely finished. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of said tracts shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

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5. No building shall be located nearer than 80 feet from the front line and 20 feet from the side line, and all outbuildings and detached garages must not be located nearer than 100 feet from the front property line, except that in the case of corner tracts, no improvements shall be erected or constructed within 10 feet of side property lines adjacent to streets. No residence or other permanent building may be erected on a tract containing less than 10,000 square feet of land.
6. That no outside toilets shall be erected, placed or used upon said premises, but a septic tank or cess pool, which must comply with code, if any, of the State and Local Departments of Health, shall be installed to accommodate sewage.
7. That the designated owners herein, their successors or assigns shall not use the above described premises, nor any part thereof, or allow same to be used for treating persons afflicted with tuberculosis or diseases that are contagious or infectious, nor shall any sanitarium ever be erected or placed thereon for any such purpose.
8. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any tract. No advertising or "For Sale" sign shall be erected on any tract without written approval of Seller. In the event property owners fail to keep their property clear of weeds and rubbish, Sellers may do so for a charge of \$5.00 per year at Seller's option. Material of any kind stored on said property shall be arranged in an orderly manner on the rear one-third of said property, shall be properly covered, and shall be allowed only so long as Seller in its best and sole judgment deems such storage to be in the best interest of the property.
9. No animals as hogs or goats of any kind shall be raised, bred or kept on any tract or tracts, except that horses, dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
10. No removal of trees nor excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of Seller.
11. The Seller reserves to itself, its successors and assigns an easement or right-of-way over a strip along the side, front and rear boundary lines of the tract or tracts hereby conveyed, for the purpose of installation or maintenance of utilities, including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines therefor, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to Seller to supply such services. Before any work is done pertaining to location of utilities, buildings, etc., approval of said location must be first obtained from the Seller.
12. The title in fee simple to land designated as park-recreation area and boat launching facilities is to be retained by the Seller, its successors or assigns, and the Purchaser, his heirs, successors, executors, administrators or assigns, further agrees that the use of the park-recreation area and boat launching facilities is subject to the approval of the user by the Seller, its successors or assigns, rules or regulations now in force or which may from time to time be made by the Seller, its successors or assigns and shall be binding upon the Purchaser, his heirs, successors or assigns.
13. No part of said park-recreation area or boat launching facilities shall be used or occupied by any person or persons unless such person or persons shall be approved for membership in the Winter Valley Association. The Seller, its successors or assigns, shall have the exclusive right of approving all members of the Winter Valley Association.
14. All approved members, approved property owners and their families shall have ingress and egress to the park-recreation area and boat launching facilities, subject to rules and regulations of Seller, but all others must have written approval of said Seller. Use of the park-recreation area and boat launching facilities shall be at users own risk.
15. Seller expressly reserves the right until January 1, 1970, to vary the use of any property notwithstanding the above restrictions, should Seller in its sole judgment deem it in the best interest of the property to grant such variance or variances so as to permit the use for business purposes a tract restricted to residential use. The granting of any such variance by the Seller shall be specifically stated in both the Contract of Sale and in the Seller's deed conveying such tract or tracts.
16. These restrictions are to run with the land until June 1, 1998, provided, however, that the record owners of a majority of the tracts in Winter Valley shall have the power through a duly recorded written instrument to extend this covenant for extensive ten (10) year periods from and after June 1, 1998.
17. Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXHIBIT "A"

FILED FOR RECORD the 1 day of Nov., 1965 at 11:40 o'clock A.M.
 RECORDED the 2 day of Nov., 1965 at 9:05 o'clock A.M.
 MRS. L. V. HIGHTOWER, COUNTY CLERK
 BY Erma Jean Smart DEPUTY.

THE STATE OF TEXAS § 75958
 COUNTY OF LIBERTY §
 WHEREAS, The CITY OF CLEVELAND, TEXAS, a municipal corporation, acting by and through J. W. STANCIL, JR., its duly authorized Mayor, did, on or about the 18th. day of November, A. D. 1958, by Deed recorded in Volume 490, Page 486, Deed Records of Liberty County, Texas, convey unto R. E. BOYETTE, B. C. McCLELLAND, JR., and JEFFERSON D. GOCHRAN, Trustees of