

THE STATE OF TEXAS
COUNTY OF POLK

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KNOW ALL MEN BY THESE PRESENTS:

THAT, I, Barney Wiggins of the County of Polk, State of Texas, owner of the lands and premises described as follows, to-wit:

All of NUGENT'S COVE, a subdivision of 177.88 (Residue) acres out of the John B. Winn Survey, Abstract No. 81 and the William Moore Survey, Abstract No. 414 in Polk County, Texas, as same is shown and described of Record in Plat filed in the plat records of Polk County, Texas, in Vol. 3, page 21 of said Plat Records and reference being here made to said Plat and its recording for all pertinent purposes of description;

have established, and by these presents do establish and impress upon all of the land situated and included in such subdivision the following restrictions, on the improvements, use and sale of said property, which shall apply equally to all the lots in said subdivision as herein stated, and are for the mutual protection and benefit of all future owners in said subdivision to be considered as covenants running with the land and binding upon all future owners and enforceable by anyone of the land owners in said subdivision until July 1, 1987, A.D., whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided, to-wit:

RESERVATIONS

1. The Grantor, for himself, his heirs, executors or assigns, hereby reserves the right without further assent or permit from the Grantee, his, her, their, or its successor in title, to himself or to grant to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected or laid, maintained, removed or repaired in all roads, streets, avenues or ways on which said above described lot abutts, or upon any part of said lot at the elections of Grantor, electric light, telephone and telegraph poles and wires; water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Grantor or any public utility company, water company or municipality be deemed necessary or useful in connection with the

beneficial use of said roads, streets, avenues and ways, and only in and on any lot or tract herein above described when necessary to effect any of the foregoing purposes and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconveniences caused thereby against Grantor, or any public utility company or municipality or any of its agents or servants are hereby waived by the Grantee for (his, her, its, self) and (his, her, their, its) successors in title.

No dedication to public use of roads, alleys, ways, is intended by a deed. The lots, ways, or alleys referred to are meant to include those either developed or to be developed in Nugent's Cove Sub-division by the said Barney Wiggins, his heirs or assigns, reserve title to streets and alleys and reserve the right to dedicate such streets and alleys to the use of the public.

2. The land to be conveyed hereunder shall be subject to the reservation of all minerals in and under the property and premises conveyed hereby and subject to any and all Oil and Gas leases affecting such land and subject to all easements, rights-of-way, stipulations, restrictions, and reservations of record affecting such land.

RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of Development, Barney Wiggins, owner of Nugent's Cove Sub-division, does hereby covenant and provide that he, his heirs, administrators and assigns, and all parties holding title by, through, and under him shall hold such lands subject to the following restrictions running with the land, which shall be observed by himself, his heirs, administrators and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described and further provided that the said Barney Wiggins may select a tract or several tracts for location of a water Well and facilities.

1. These covenants are to run with the land and shall be

binding upon all parties and all persons claiming under him until April 1, 1978, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the property owners and presented to said Barney Wiggins, his heirs or assigns, the property owners, may, at their option declare said covenants herein described changed or voided in whole or in part. Each property owner shall have one vote per lot owned.

2. The land to be conveyed hereunder shall be used for residential purposes only, except those lots which are designated on the official plat of said addition as being commercial lots, and except those lots which may from time to time be designated by Grantor herein, his heirs or assigns or executors, for business, recreational or commercial purposes and said designation shall be in writing and in an instrument which is to be recorded in the Deed Records of Polk County, Texas, and any agreement as to the establishing of a business in said sub-division shall be set out in a rider to the deed of said lot and no business shall be established in said sub-division which will be offensive or an eyesore, such as a chicken processing plant or a junk yard or other related business which would tend to decrease the value of the property in said sub-division, and said restriction to establish a business in said sub-division being of the same duration as the covenants under paragraph 1. above. Toolhouses, temporary tents and camping trailers will be permitted provided they are neat and have a pleasing exterior. Permanent trailer houses will be allowed provided they are factory designed, neat in appearance and have adequate bathroom facilities properly attached to septic tank and field drain line.

3. The land hereby conveyed shall be used for the purpose of one private single family residence per lot and appropriate uses accessory thereto. No building shall be erected on any one lot except one private single family house and garage appurtenant thereto, and no such garage may be erected except

simultaneously with or subsequent to the erection of the residence. No building or structure shall be erected within twenty (20) feet of any of the front lines of said lot, No building or structure of any sort shall be built within five (5) feet of the side lines of said lot. No structure shall be erected or placed on said lot unless built of solid, permanent materials with pleasing exterior. No structure shall have tar paper, rolled brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. All structures must comply with government laws and regulations, and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver by the Grantor of compliance with such laws and regulations. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the state and local departments of health, and shall be maintained by the Grantee at all times in a proper, sanitary condition and in accordance with applicable state and county sanitary laws. All plumbing and drains must be connected with watertight septic tanks of approved construction. No sign of any description may be erected or placed upon any portion of the land without the express written approval of the Grantor, his heirs, executors or assigns. No garage or basement shall at any time be used as a temporary or permanent residence. Any structure constructed on said lot shall be completed within one (1) year from date of commencement of construction thereof and shall contain not less than three hundred fifty (350) feet of floor space, exclusive of porches and garage.

4. No animals shall be kept or maintained on the premises except customary household pets without the written consent of Grantor, and consent not to be given unless the Grantee has a minimum of four lots together, and in no case shall they keep animals which would be offensive to other property owners such as hogs or goats.

5. No hunting shall be allowed in any area of this sub-division.

6. Lot owners assume liability for any injury to himself or any of his family or guests while in or on any of the Nugent's Cove property.

7. The said owners of lots purchased in said Nugent's Cove sub-division shall pay the sum of Ten & no/100 (\$10.00) Dollars each on the 10th day of April of each year, beginning on the 10th day of April, 1967, to be paid to the said Barney Wiggins, his heirs or assigns, to be used for the upkeep of the roads and park in said sub-division, as set out in said plats of said sub-division, and only the lot owners which pay the assessments shall have the right to the use of the roads and park, this being in the form of an assessment to run with the ownership of said lot. After the year 1977, a petition may be drawn by the property owners in Nugent's Cove, requesting the discontinuance of said assessment, signed by two-thirds (2/3) of the majority of said property owners, having one (1) vote for each lot. After being duly signed by two-thirds (2/3) of the majority, and presented to said Barney Wiggins, his heirs or assigns, the property owners, may, at their option, declare said assessment null and void. Barney Wiggins, or his heirs or assigns reserves the right to appoint one of the property owners, or anyone he deems fit, to collect and disburse the monies received from said assessment, the purpose of this appointment being to relieve Barney Wiggins or his heirs or assigns of any duties or obligations connected with Nugent's Cove, and Barney Wiggins, his heirs and assigns, assume no responsibility whatsoever of their appointed trustee, but the property owners have a right to draw up a petition requesting the firing of said trustee and naming a new appointee of their choice, said petition being signed by two-thirds (2/3) of the property owners.

If property owners sell any portion of their land, it is their responsibility to notify Wiggins Land Company at once of the name and address of the buyer so that notice can be given

to the owner for the Ground upkeep assessment.

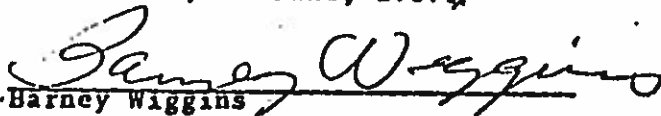
8. The ditches and culverts in front of each lot shall be kept open, and only the size culverts recommended by the County Engineer shall be installed.

9. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described lot and shall be binding upon the Grantee; his heirs, executors, administrators and assigns. The Grantor herein reserves the right to make such reasonable changes in the hereinabove restrictions as Grantor may deem reasonably necessary or desirable; and the purpose of said covenants and restrictions is for the protection of the lot owners in this said subdivision.

10. Grantor, his heirs or assigns, reserves the right to change any of the covenants or stipulations concerning the use of any of the rights-of-way and easements as the conditions and development of said sub-division shall warrant, and which shall, in the opinion of said Grantor, his heirs or assigns shall be reasonable, and the purpose of said covenants and restrictions is for the protection of the lot owners in this subdivision.

11. Grantor reserves the right to enter upon the land conveyed at any time to preserve the restrictions, conditions, covenants or agreements herein contained. Failure to enforce any restriction; condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to the one occurring prior or subsequently thereto, and invalidation of any one of these covenants, or any part thereof, by Judgmentt or Court order shall in no wise affect any of the other provisions, or any part thereof, which shall remain in full force and effect, and any written approval by the Grantor, his heirs and assigns, of any act shall be subject to any municipal, County, State or Federal rules, regulations or laws.

WITNESS my hand this the 26th day of June, 1967.


Barney Wiggins