

VOL 352 PAGE 372

TEXAS STANDARD FORM

The State of Texas,
County of POLK

8056

Know All Men by These Presents:

That I, T. W. Elliott

of the County of POLK

State of Texas

for and in consideration

of the sum of

-----TEN and NO/100----- DOLLARS
and other good and valuable considerations
to me in hand paid by N. A. Kling

as follows:

CASH, the receipt and sufficiency of which is hereby acknowledged;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
N. A. Kling

of the County of Harris

State of Texas

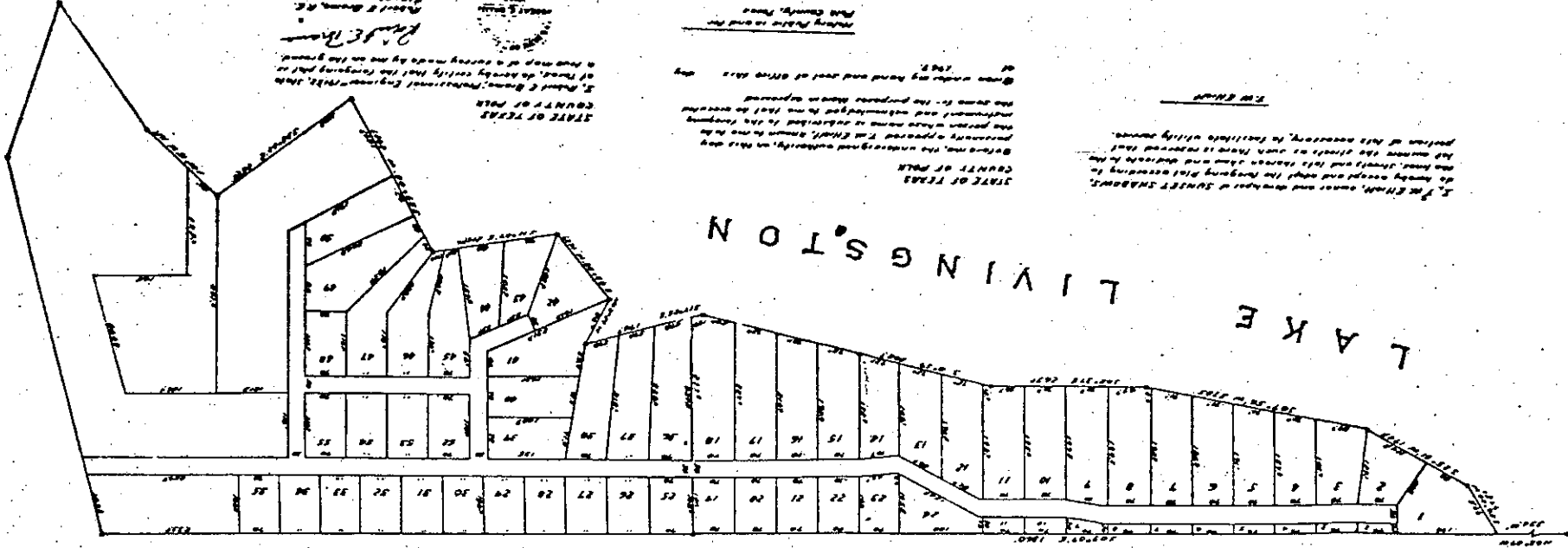
all that certain
All of Tract #14 in the Sunset Shadows Subdivision, Section 2, in
the Wm. Beasley Survey, Abstract 4, located in Polk County, Texas.
Plat attached hereto.

Restrictions attached hereto.

All minerals reserved.

SUNSET SHADOWS
SEC. TWO

A subdivision of 63 lots out of the B tract in Sec. 2, T. 12 N., R. 10 E., County of Polk, Iowa, being a part of land, 78.40 acres more or less, described in M. & P. 177 p. 7, Deed Records.



STATE OF IOWA
COUNTY OF POLK
I. David E. Brown, Professional Engineer, No. 1245
of Iowa, do hereby certify that the foregoing plat is
a true and correct copy of a survey made by me on the ground.
1918
State of Iowa



STATE OF IOWA
COUNTY OF POLK
Before me, the undersigned authority, on this day
personally appeared Tom Elliott, 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 therein expressed.
My commission expires on _____ day
of _____ 19__.

I, Tom Elliott, owner and developer of SUNSET SHADOWS,
do hereby accept and adopt the foregoing plat according to
the laws, laws and its terms and declare in the
presence of the State of Iowa that it is my intent
and purpose that the same be recorded for the
purpose of this survey, in full and complete
compliance with the laws of the State of Iowa.

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THAT, I, T. W. ELLIOTT, the present owner of the herein described land and premises have established and by these presents do establish the following restrictions in the improvements, use and sale of said property and shall be considered a covenant running with the land owners in designated SUNSET SHADOWS, and said restrictions and covenants being described as follows, 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 successors 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, avenues or ways on which said above described lot abutts, or upon any part of said lot at the election 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 said lot hereinafter described when necessary to effectuate any of the foregoing purposes, and all claims for damage, if any, by the construction maintenance and repair thereof or on account of temporary or other inconveniences caused thereby against the Grantor or any public utility company or municipality or any of its agents or servants are hereby waived by the Grantee for (his, her, their, its, self) and (his, her, their, its) successors in title.

No dedication or public use of roads, alleys, ways, or beaches is intended by this deed. The lots, ways, or alleys referred to are meant to include those either developed or to be developed in the SUNSET SHADOWS SUBDIVISION. Its successors or assigns reserves title to the streets and alleys and reserves 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 reservations of all minerals in and under the property and the premises conveyed hereby and subject to any and all oil and gas leases affecting such land and subject to all easements, right-of-ways, stipulations, and reservations of record affecting such land.

3. No hunting shall be allowed in any area in said subdivision.

4. Grantor reserves the right to enter upon land conveyed at any time to preserve the restrictions, conditions, and covenants, or agreements herein contained. Failure to enforce any restrictions, conditions, covenants or agreements, 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 part thereof, by judgment or Court Order shall in no way affect any of the other provisions or 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.

RESTRICTIONS AND COVENANTS

For the purposes of setting forth a substantially uniform plan of development, the said T. W. ELLIOTT, hereby places the following restrictions and covenants on all parties holding title by, through, and under him, shall hold such lands, subject to the following restrictions and covenants running with the land, which shall be observed by themselves, their 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 as SUNSET SHADOWS, and said restrictions and covenants to be as follows, to-wit;

1. No building or structure shall be erected within twenty (20) feet of any of the front lines of said lot, and if the lot fronts on the lake, also no building or structure shall be so located that the closest point shall be nearer than 10 feet from the waters edge of any lake. No building or structure of any sort shall be built within five feet of the side lines of said lot. No structure shall be erected or placed on said lot unless built or 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 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 approved by good construction. No septic tank or line shall be placed within 100 feet of the waters edge. No sign of any description may be erected or placed upon any portion of the land without an express written approval of the Grantor, his heirs, executors, or assigns. No tent, trailer or outbuilding shall be erected or maintained on the tract and 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 six months from date of commencement of construction thereof and shall contain not less than one thousand (1000) of floor space, exclusive of porches and garage.

3. No animals shall be kept or maintained on the premises except customary house pets.

4. The said owners of lots in said SUNSET SHADOWS SUBDIVISION shall be for a period of ten years the pay sum of \$12.00 each on the 1st day of July of each year to SUNSET SHADOWS, INC. or its assigns to be used for the upkeep of the playground, roads, nightlights and park or boat dock as same are designated in plat of said subdivision this said assessment shall be in the form of a covenant to run with ownership of the said lots. The payments to begin on the next July 1, after the purchase of said lot from SUNSET SHADOWS, INC.

5. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described lot and shall be binding upon the Grantor, his heirs, executors, administrators and assigns. The Grantor reserves the right to make such reasonable changes in the hereinabove restrictions as Grantor may deem reasonably necessary or desirable.

6. Grantor shall reserve all minerals in, on, and under said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

N. A. Kling, his
heirs and assigns forever and **I** do hereby bind **myself, my**
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said **N. A. Kling, his**

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at Livingston, Texas

this 18th day of October 1978

Witnesses at Request of Grantor:


T. W. ELLIOTT

SINGLE ACKNOWLEDGMENT

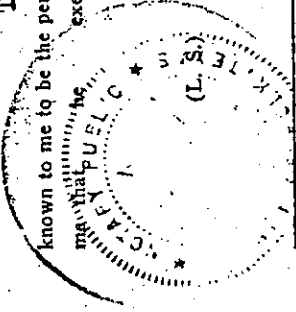
THE STATE OF TEXAS,
COUNTY OF POLK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

U. W. Elliott

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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 18th day of October A. D. 19 78



Theresa Cain
POLK County, Texas
April 6-21-79

THE STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in

my office on the 19th day of October, 1978, at 10:10 o'clock A.M. and was

this day duly recorded at 11:45 o'clock A.M., in Vol. 352, Pages 372

et seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 24th day of October, 1978.



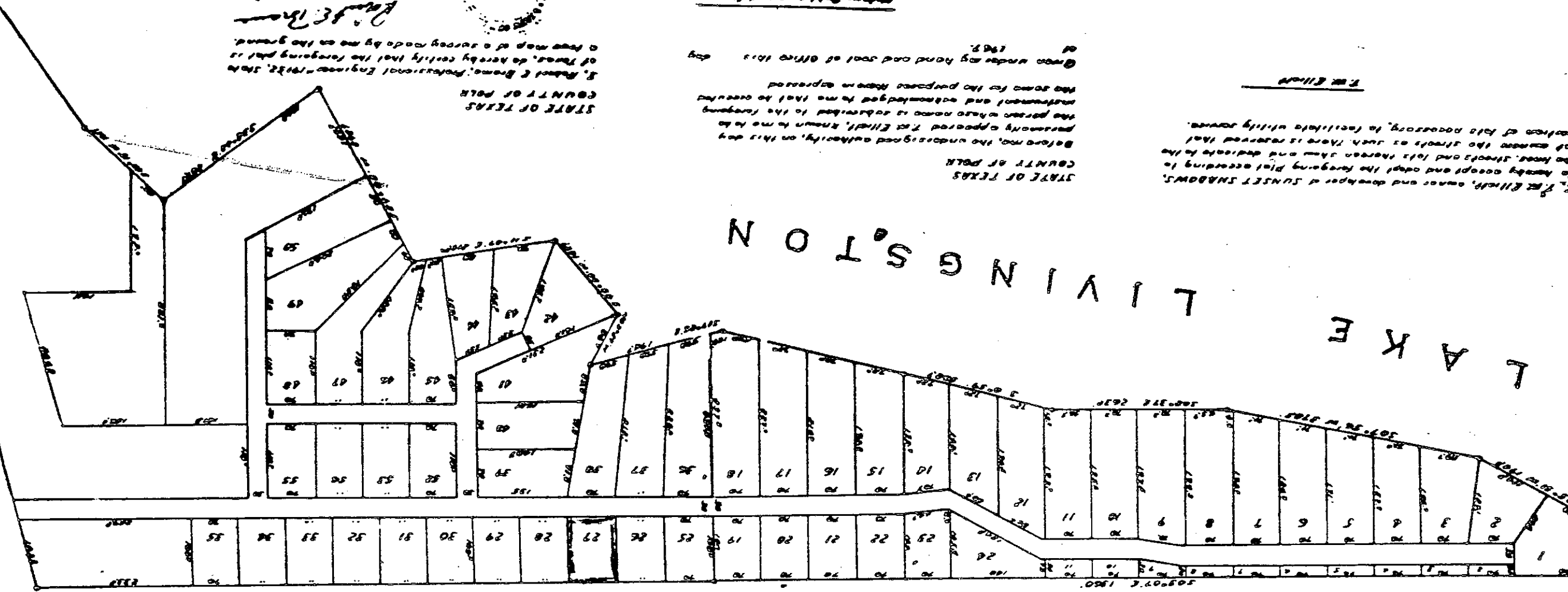
ALINE STEPHENSON
Clerk, County Court, Polk County, Texas

By *June Grimes* Deputy

JUNE GRIMES
DEPUTY

SEC. TWO

A Subdivision of 67 Acres out of the A. Pierce A. 78 (or Douglas A.) Survey, Polk County, Texas and being a part of that 78 acre tract described in Vol. 176, p. 75 and 76 p. 7, Deed Records.



LIVINGSTON
LAKE

E. F. Elliff, owner and developer of SUNSET SHADOWS, to hereby accept and adopt the foregoing plat according to the laws, streets and lots thereon shown and dedicate to the public the streets as such. There is reserved that portion of lots necessary to facilitate utility service.

STATE OF TEXAS
COUNTY OF POLK
Before me, the undersigned authority, on this day personally appeared E. F. Elliff, known to me to be the person whose name is subscribed to the foregoing plat and acknowledged to me that he executed the same for the purposes therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19th day of 1967.

Notary Public in and for
Polk County, Texas



S. Robert E. Brown, Professional Engineer-1912, State of Texas, do hereby certify that the foregoing plat is a true map of a survey made by me on the ground.
Robert E. Brown, P.E.
019152
State of Texas

Subst # 6374

Sunset Shadows

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, 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 election 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 said lot hereinafter described when necessary to effectuate 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 the Grantor or any public utility company or municipality or any of its agents or servants are hereby waived by the Grantee for (his, her, their, its, self) and (His, her, their, its) successors in title. No dedication of public use of roads, alleys, ways, or beaches is intended by this deed. The lots, ways, or alleys referred to are meant to include those either developed or to be developed in the SUNSET SHADOWS SUBDIVISION, its successors or assigns reserves title to the streets and alleys and reserves 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 reservations of all minerals in and under the property and the 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, and reservations of record affecting such land.

3. No hunting shall be allowed in any area in said Subdivision

4. Grantor reserves the right to enter upon land conveyed at any time to preserve the restrictions, conditions, covenants or agreements herein contained. Failure to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver or 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 part thereof, by judgment or court order shall in no wise affect any of the other provisions or 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.

RESTRICTIONS AND COVENANTS

For the purposes of setting forth a substantially uniform plan of development, the said T. W. ELLIOTT, hereby places the following restrictions or covenants on all parties holding title by, through, and under him, shall hold such lands, subject to the following restrictions and covenants running with the land, which shall be observed by themselves, their 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 as SUNSET SHADOWS, and said restrictions and covenants to be as follows, to-wit:

1. The land hereby conveyed shall be used for purposes of one private single family residence 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 simultaneous with or subsequent to erection of the residence. No building or structure shall be erected within twenty (20) feet of any of the front lines of said lot, and if the lot fronts on the lake, also no building nor structure shall be so located that the closest point shall be nearer than 10 feet from the water's edge of any lake.

No building or structure of any sort shall be built within five 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 of outside toilet facilities shall be constructed or maintained on any lot, and 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 the applicable state and county sanitary laws. All plumbing and drains must be connected with watertight septic tanks of approved construction. No septic tank or line shall be placed within 100 feet of the water's edge. 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 tent, trailer or outbuilding shall ever be erected or maintained on the tract and 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 six months from date of commencement of construction thereof and shall contain not less than one thousand feet (1,000) of floor space, exclusive of porches and garage.

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 Developer for his heirs, executors or assigns, for business, recreational or commercial purposes.

3. No animals shall be kept or maintained on the premises except customary household pets.

4. The said owners of lots in said SUNSET SHADOWS SUBDIVISION shall be for a period of Ten Years the sum of \$12.00 each on the 1st day of July of each year to SUNSET SHADOWS, INC. or its assigns to be used for the upkeep of the playground, roads, nightlights and park or boat dock as same are designated in plat of said subdivision, this said assessment shall be in the form of a covenant to run with ownership of the said lots. The payments to begin on the next July 1, after the purchase of said lot from SUNSET SHADOWS, INC.

5. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described lot shall be binding upon the Grantor, his heirs, executors, administrators and assigns. The Grantor reserves the right to make such reasonable changes in the hereinabove restrictions as Grantor may deem reasonably necessary or desirable.