

925/294

THE STATE OF TEXAS
COUNTY OF JEFFERSON

369151

KNOW ALL MEN BY THESE PRESENTS:

That we, George H. Norman, Fred B. Parsons, Jr. and L. G. Chambers, being the owners of all the lots of Rothwell Estates Unit Two, a subdivision of the City of Beaumont, Jefferson County, Texas, as said subdivision is shown by the map or plat thereof of record in the map records in the office of the County Clerk of Jefferson County, Texas, do hereby adopt the map or plat of said subdivision as recorded in the map records of said County and do hereby dedicate to the use of the public the streets as shown thereon.

It is intended that the lots shown upon the map or plat of said Rothwell Estates Unit Two will be sold for residential purposes and said Subdivision and each lot thereof will hereby be subjected to and encumbered with the following protective covenants;

1. All lots in this subdivision shall be known and described as residential lots only. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage or not more than two cars; and in addition thereto such out-buildings may be erected as are incidental to the residential use of such lot and not inconsistent with other covenants herein.

2. No residential structure shall be erected or placed on any building plot, which plot shall have a width or less than fifty (50) feet at the minimum building set back line or an area of less than six thousand (6000) square feet.

3. No single-family dwelling shall be permitted on any lot in the Subdivision of which the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than eight hundred (800) square feet in the case of one-story single family dwelling and six hundred (600) square feet in the case of two-story single family dwellings.

4. No detached garage or other detached out-building shall be erected nearer than fifty (50) feet to the front property line. No building (this is to apply to the main structure or other portions requiring foundations) shall be erected nearer to the front lot line than the building set-back line shown on the recorded plat, shall be behind and face front building lines, and no nearer than five (5) feet to the side property lines.

5. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat and all above ground utilities, except street lights, shall follow easements as shown on said plat.

6. No noxious or offensive trade or activity shall be carried on upon any lots, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

7. No trailer, tent, shack, garage, barn or other out-buildings erected in the Subdivision 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.

8. No sign of any kind shall be displayed to the public view on any lot/^{except} one professional sign of not more than one square foot, or sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred

or maintained for any commercial purposes.

11. No lot 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.

12. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the road ways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of the street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. The architectural control committee is composed of L. G. Chambers, Fred B. Parsons, Jr., and George H. Norman, all of Beaumont, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee,

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or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, "if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with".

14. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1987 at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots it is



Fred G
Deputy