

7735

FOR
RESTRICTIONS | STONES THROW

THE STATE OF TEXAS |

COUNTY OF POLK | I

THAT WHEREAS, RICHARD H. HUBERT (hereinafter referred to as "Developer"), is the owner of all those certain lots situated in Polk County, Texas, and described upon Exhibit "A" hereto and made a part hereof for all intents and purposes, which real property is out of and a part of Stones Throw Subdivision, as same is depicted upon a plat thereof filed for record in Volume 8, Page 17 of the Plat Records of Polk County, Texas, to which plat and its recording reference is here made for a full and particular description of said real property; and

WHEREAS, Developer desires to create and carry out a uniform plan for improvement, development and sale of said lots for the benefit of the present and future owners of said lots and for the protection of the property values in the Subdivision;

NOW, THEREFORE, in consideration of the premises, Developer does hereby adopt and impress upon the premises aforesaid the following declarations, reservations, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the Subdivision including the dedicated roads, avenues, streets, and waterways therein; and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following provisions, regardless of whether or not the same are set out in full or by reference in any such contract or deed:

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RESERVATIONS

(1) These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until June 1, 2000 A. D., at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

(2) There shall be reserved the utility easements and drainage easements as shown on said plat of said Subdivision and an easement over all streets for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structure and/or new equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such rights of access to include the right without liability on the part of any one or all of the owners or operators of such utilities to remove any or all obstructions on said easement right-of-way, caused by trees, brush, shrubs, or other obstructions which in their opinion may interfere with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to use or service hereinafter set forth.

There is also reserved for use of all public utility companies an unobstructed easement five (5') feet wide from a plane twenty (20') feet above the ground upward, located adjacent to the said easements reserved hereby.

(3) Developer reserves unto himself, his heirs, administrators, and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, main lines or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system and its appurtenances, to service, furnish or supply this subdivision with water or any other service or utilities necessary for the proper operation of this subdivision.

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RESTRICTIONS

(1) Use. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, except that on Lots 27, 28, 29, 30, 31, 32, 63, 64, 65, 66, 67, 68 and 69, single or two family dwellings may be allowed if approved by the Stones Throw Community Association as provided for herein and except that Developer may maintain a sales office and sales agents on any lot chosen by him. Developer reserves the right to designate lots for use by any Utility District.

(2) Re-Subdivision of Lots. No lot shall be re-subdivided without the specific approval of the Developer.

(3) Architectural Control. To aid in the assurance that improvements to be constructed in this Subdivision add to the general quality and that the structure shall blend harmoniously with other improvements in the Subdivision, no residence or other structure, additions, alterations or improvements shall be constructed, completed or thereafter maintained upon the premises unless and until the Stones Throw Community Association shall have first approved in writing detailed architectural plans and specifications of such proposed structure, addition or alteration and, in addition to the floor plans and elevations with specifications, shall include the outside design with color scheme and a plot plan showing the location on the building site with respect to the perimeter of the lot and topography of the ground. In the event the Stones Throw Community Association disapproves of such plans, specifications or plot plans, notice of such disapproval shall be by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice must set forth in general the elements disapproved and the reason or reasons therefore, but need not contain suggestions as to methods of curing matters or things disapproved. The judgment of the Stones Throw Community Association in this respect, in the exercise of its discretion, shall be final and conclusive. If the Stones Throw Community Association fails to approve or disapprove said plans, specifications and plot plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved.

The Stones Throw Community Association shall be composed of the Developer until September 1, 1982 A. D., at which time the lot owners shall call an election and shall by majority vote elect three (3) members or more if they desire to serve for a two-year period and elections shall be held each two years thereafter for such purpose.

(4) Structures.

(a) No residential structure shall be placed on a residential tract unless its living area has a minimum of 1,400 square feet of floor area excluding porches and garages. *1,400*

(b) No structure shall be used or occupied until the exterior thereof, as approved pursuant to paragraph (3) above, is finished and water and sanitary sewerage disposal facilities are completely installed and operable.

(c) No dwelling shall be located on any lot nearer than twenty-five (25') feet to any front line nor nearer than ten (10') feet to any side street lot line, nor nearer than five (5') feet to any interior lot line except that.

(i) If one structure is constructed on a homesite consisting of more than one lot the combined area shall (for this purpose) be considered one lot.

(ii) The set-back lines may be relaxed by decision of the Stones Throw Community Association if the above prescribed distances are not feasible, considering the terrain and topography of said lot.

(iii) No trailer, mobile home, tent, shack, garage, barn, or other building or structure of a temporary character shall, at any time, ever be attached to the property or be used as a residence temporarily or permanently; nor shall any structure ever be moved into or permitted to remain on a lot, except that uninhabited travel trailers and motor homes will be permitted to remain on a lot only after a home has been built. However, it shall not be parked nearer to the street than the building set-back lines, nor shall it be parked or stored in such a manner that may be deemed unsightly by the Stones Throw Community Association.

(d) No trucks or equipment used for construction purposes may be parked or stored on a residential lot or the street adjoining it except during actual construction of a residence on that lot. No structure is to be elevated above normal foundation heights.

(e) Once construction on an approved structure has commenced, it shall, with reasonable diligence, continue and shall be completed within six (6) months thereafter, as to its exterior, unless such period is extended in writing by the Stones Throw Community Association, and all temporary structures shall be removed.

(f) No fence, wall or hedge shall be built nearer to any street than the building set-back line.

(g) No building of frame construction shall be erected on any tract unless same shall at time of construction receive at least one coat of paint.

(5) Signs. No sign of any kind shall be displayed to the public view except signs used by the Developer in the original sale and sale of repossessions of lots in said Subdivision or signs used by builders to advertise the property during the construction and sales period, when given permission by the Stones Throw Community Association.

(6) Nuisances. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood. Motor bikes will not be permitted if by reason of noise or manner of use they are considered by Stones Throw Community Association to be a nuisance. Drying clothes in public view is prohibited, (except on lines erected for this purpose to the rear of the residence)

(7) Firearms. The use or discharge of firearms is expressly prohibited within the Subdivision.

(8) Garbage and Trash Disposal. No lot shall be used as a dumping ground for garbage, trash, or rubbish. Trash, garbage, and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such material must be kept in a clean, sanitary and tight condition. During the construction of improvements, no trash shall be burned on any lot except in safe incinerators, and unless same is so burned shall be removed by the lot owners to a location designated by the Developer.

(9) Storage of Materials. No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.

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(10) Unightly Storage. If open carports are used, no unrightly boats, trucks or vehicles shall be stored (or kept for the purpose of repair) on any lots or drives. Mail box location is subject to architectural control.

(11) Drainage Structures. Drainage structures under private driveways shall always have net drainage opening of sufficient size to permit the free flow of water without backwater. A culvert size of 15" in diameter and twenty feet in length shall be the minimum required by the Developer.

(12) Toilets. No outside privies or toilets shall be permitted in the Sub-division. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage system if there is one in existence at such time to serve the Subdivision, but if no central sewage disposal system is in existence at such time then all toilets shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of such authority, provided however, that whenever a central sewage treatment plant and disposal system shall be established to serve this Subdivision, whether publicly owned or privately owned or operated, then all of the tract owners and/or occupants to whom such sewage disposal service is available must connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefrom at their expense, and from and after the time such sewage disposal service becomes available to any lot, no septic tank whether theretofore or thereafter built or installed, shall be used in connection with any tract.

The drainage of sewerage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited.

(13) Boats and Trailers. No boats or trailers may be parked in front of the front building line of any tract.

(14) Animals. No horses, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind and number) may be kept on any lot. Should such pets become a nuisance in the opinion of the Developer, they must be removed from the premises and the Subdivision. No pets are to run at large.

(15) Off-Street Parking. Both prior to or after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-the-street parking for his, and his guests' vehicles, including trailers. The parking of such vehicles on road shoulders for a period longer than two (2) hours is prohibited, except in front of (or beside owner's residence if corner lot) in which case the maximum is twelve (12) hours. If parked for a longer period, Developer or his agent shall have the right to remove and store such vehicles at owner's expense.

(16) Assessments. Upon the sale of any lot or lots and/or execution of a contract for deed, the Purchasers shall be liable for an annual maximum maintenance charge of \$36.00 per year for each lot. The term "lot" shall be deemed to refer to any residential unit comprising not more than two of the lots as shown on the plat of Stones Throw Subdivision. The maintenance charge is for the purpose of creating a fund to be known as "Stones Throw Maintenance Fund" to be paid by the owner of each lot in conjunction with a like charge to be paid by the owners of other lots in Stone Throw, the same to be secured by a Vendor's Lien upon such lot and such sum shall be paid annually each July 1. (first year's assessment will be pro-rated from date of purchase) to Stones Throw Community Association to Richard Hubert, Box 42 Livingston, Texas, and said charge may be adjusted from year to year by said Association as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$36.00 per year unless agreed to by a majority of the lot owners. Funds arising from said charge shall be applied so far as is sufficient towards the payment of maintenance expenses or construction costs incurred for any of the following purposes: lighting, improving and maintaining streets, employ policemen and watchmen, caring for vacant lots and construction of clubhouse facilities, maintenance of reserve areas, and doing any other things necessary or desirable in the opinion of the Association to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the Subdivision, it being understood that the judgment of said Association in the expenditure of said funds is final so long as such judgment is exercised in good faith. All conveyance of lots shall be subject to such maintenance charge and by acceptance of his deed

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or contract for deed, each purchaser consents and acknowledges that Developer shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from maintenance funds. In no event will unhold lots or lots repossessed by the Developer be liable for any maintenance charge.

(17) Amendenents, alterations or changes. Developer, his heirs and assigns, reserves the right to amend, alter or change the restrictive covenants herein contained at any time and without notice of such fact to anyone and such amendment, alteration or change shall become effective upon the recordation of same in the Deed of Records of Polk County, Texas.

(18) This instrument is further joined in its extension by the undersigned lienholders who acknowledge their acceptance and consent to the provisions contained herein.

JASPER FED. SAVINGS & LOANS
Lienholder

Richard R. Hubert
Developer

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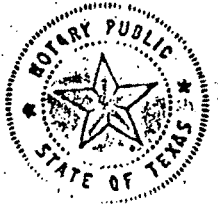
THE STATE OF TEXAS §

COUNTY OF POLK §

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD R. HUBERT 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 4th Day of AUGUST,
A. D. 1986.

Allene Chandler
Notary Public in and for Polk County, Texas
Allene Chandler
Com. Expires 12-30-88



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EXHIBIT "A"

FIRST:

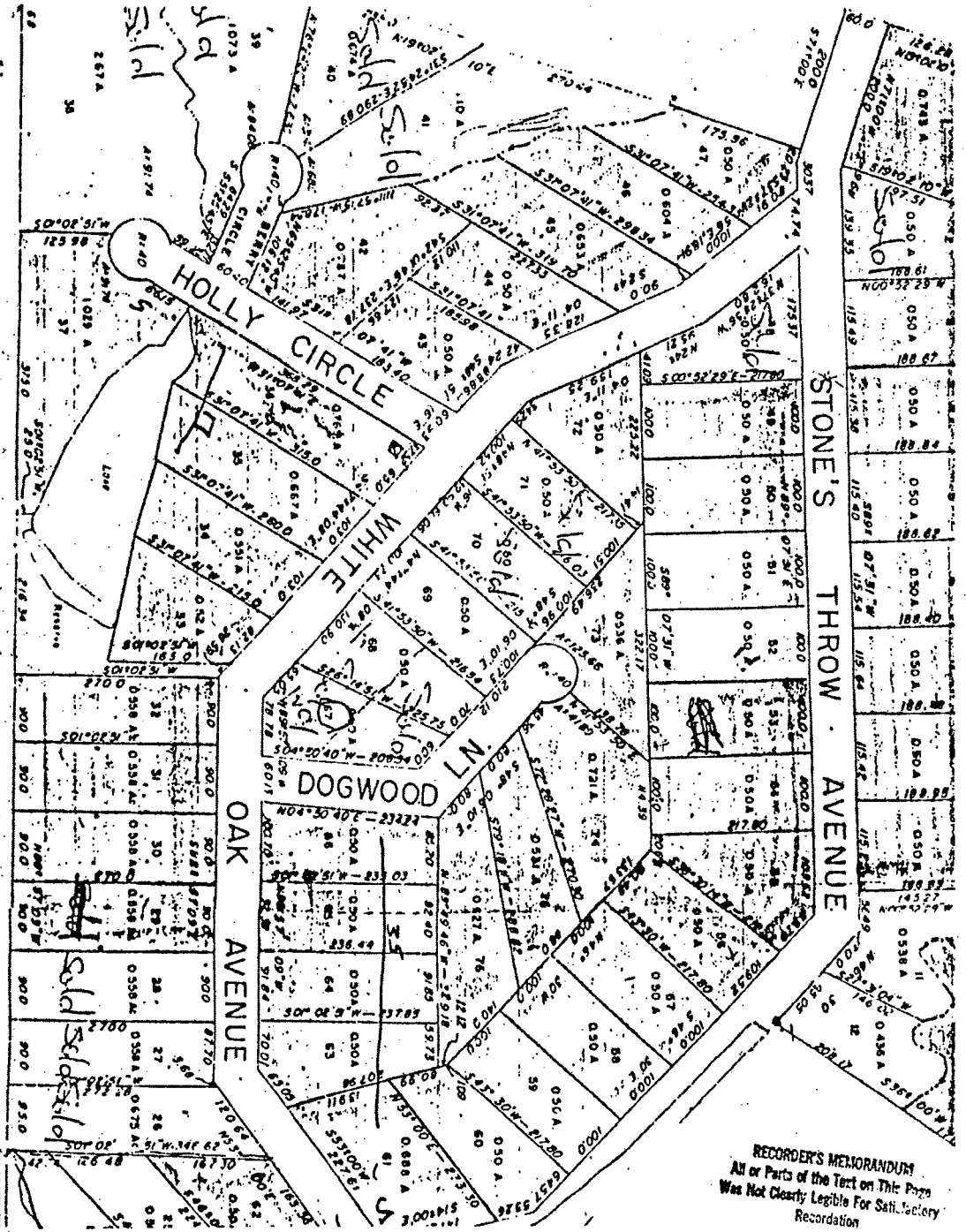
Being all of Lots One (1), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), Thirty-Five (35), Thirty-Six (36), Thirty-Seven (37), Forty-Two (42), Forty-Three (43), Forty-Four (44), Forty-Five (45), Forty-Six (46), Forty-Seven (47), Forty-Nine (49), Fifty (50), Fifty-One (51), Fifty-Three (53), Fifty-Four (54), Fifty-Five (55), Fifty-Six (56), Fifty-Seven (57), Fifty-Eight (58), Fifty-Nine (59), Sixty (60), Sixty-One (61), Sixty-Two (62), Sixty-Three (63), Sixty-Four (64), Sixty-Five (65), Sixty-Six (66), Sixty-Seven (67), Sixty-Eight (68), Sixty-Nine (69), and Seventy-Two (72) of Stone's Throw, a rural subdivision situated in Polk County, Texas, as same is depicted upon a plat thereof duly recorded in Volume 8, Page 17 of the Plat Records of Polk County, Texas, to which plat and its recordation reference is hereby made for all purposes.

SECOND:

All that area designated as "Reserve" and "Lake" on the plat of Stone's Throw, a rural subdivision situated in Polk County, Texas, as same is depicted upon a plat thereof duly recorded in Volume 8, Page 17 of the Plat Records of Polk County, Texas, to which plat and its recordation reference is hereby made for all purposes.

THIRD:

Being all of Lots Seventy-Three (73), Seventy-Four (74), Seventy-Five (75) and Seventy-Six (76) of Stone's Throw, a rural subdivision situated in Polk County, Texas, as same is depicted upon a plat thereof duly recorded in Volume 8, Page 17 of the Plat Records of Polk County, Texas, to which plat and its recordation reference is hereby made for all purposes.



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STATE OF TEXAS
 COUNTY OF POLK
 I, ALINE STEPHENSON, hereby certify that this instrument
 was FILED in file number sequence on the date and at the
 time stamped hereon by me; and was duly RECORDED in
 the volume and page of the named RECORDS of Polk
 County, Texas as stamped hereon by me on

AUG - 4 1986



Aline Stephenson
 COUNTY CLERK
 POLK COUNTY, TEXAS

FILED FOR RECORD

1986 AUG - 4 AM 11: 14

ALINE STEPHENSON-COUNTY CLERK
 POLK COUNTY, TEXAS

Aline Stephenson