



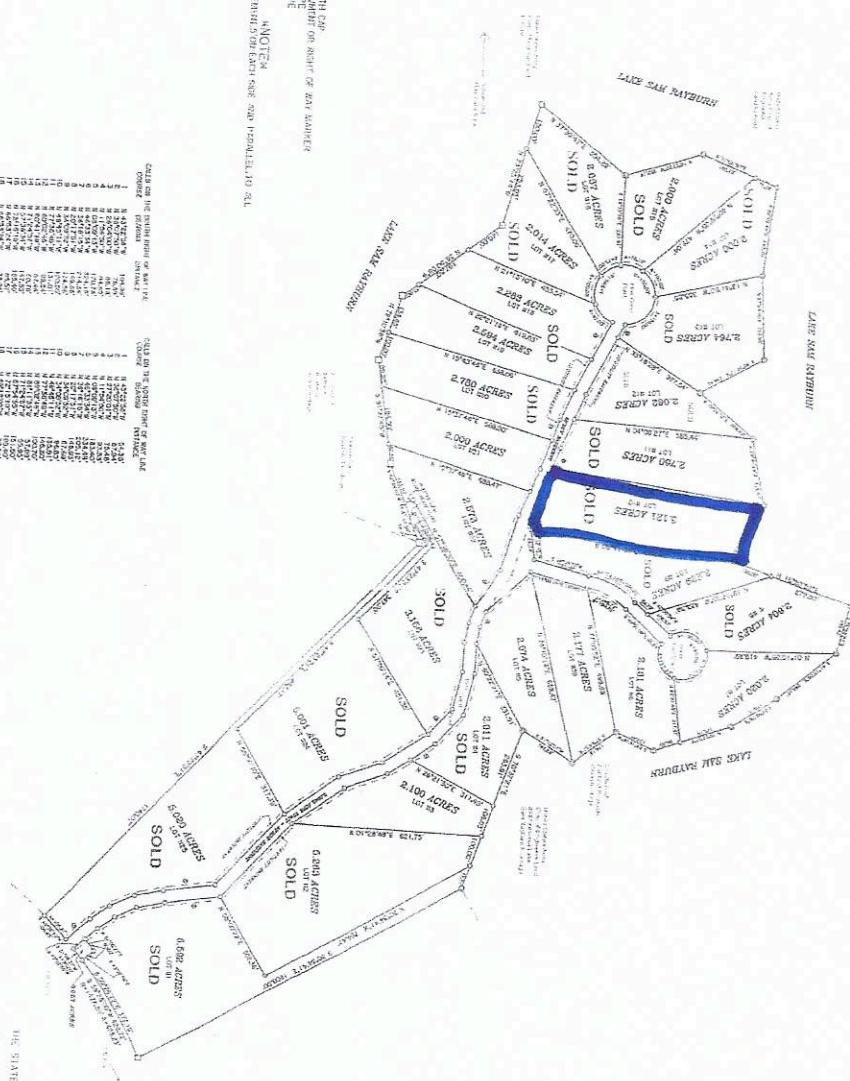
**PRELIMINARY SURVEY PLAN**  
 TO  
 THE VACH ESCAPEES  
 S.W. BLOUNT SURVEY A-400  
 SAN AUGUSTINE COUNTY, TEXAS



SCALE: 1" = 200' 1/4"

O • SET 1/2" IRON PIN WITH CAP  
 □ • FOUND 1/2" IRON PIN OR MARKER ON RIGHT OF WAY BARRIER  
 ● • FOUND 1/2" IRON PIN  
 THERE IS A TRAPEZOIDAL ENCROACHMENT ON LOT 200 AND 201 FROM THE  
 INTERIOR LOT LINES.

NOTES



**RK BIRDWELL SURVEYING**  
 WM. MARK BIRDWELL R.P.L.S.# 9148  
 CORNER 97 AND MARKET ST.  
 P.O. BOX 1142  
 HEMPHILL TEXAS 75948  
 PHONE (409) 787-2722  
 HOME (409) 275-0156

NO. S4400001  
 /ING NO. S4400001  
 D BOOK HSA10 P.9, 11

LOT NO.	ACRES	AREA	PERCENTAGE
1	2.700	115,000	1.00
2	2.700	115,000	1.00
3	2.700	115,000	1.00
4	2.700	115,000	1.00
5	2.700	115,000	1.00
6	2.700	115,000	1.00
7	2.700	115,000	1.00
8	2.700	115,000	1.00
9	2.700	115,000	1.00
10	2.700	115,000	1.00
11	2.700	115,000	1.00
12	2.700	115,000	1.00
13	2.700	115,000	1.00
14	2.700	115,000	1.00
15	2.700	115,000	1.00
16	2.700	115,000	1.00
17	2.700	115,000	1.00
18	2.700	115,000	1.00
19	2.700	115,000	1.00
20	2.700	115,000	1.00
21	2.700	115,000	1.00
22	2.700	115,000	1.00
23	2.700	115,000	1.00
24	2.700	115,000	1.00
25	2.700	115,000	1.00
26	2.700	115,000	1.00
27	2.700	115,000	1.00
28	2.700	115,000	1.00
29	2.700	115,000	1.00
30	2.700	115,000	1.00
31	2.700	115,000	1.00
32	2.700	115,000	1.00
33	2.700	115,000	1.00
34	2.700	115,000	1.00
35	2.700	115,000	1.00
36	2.700	115,000	1.00
37	2.700	115,000	1.00
38	2.700	115,000	1.00
39	2.700	115,000	1.00
40	2.700	115,000	1.00
41	2.700	115,000	1.00
42	2.700	115,000	1.00
43	2.700	115,000	1.00
44	2.700	115,000	1.00
45	2.700	115,000	1.00
46	2.700	115,000	1.00
47	2.700	115,000	1.00
48	2.700	115,000	1.00
49	2.700	115,000	1.00
50	2.700	115,000	1.00
51	2.700	115,000	1.00
52	2.700	115,000	1.00
53	2.700	115,000	1.00
54	2.700	115,000	1.00
55	2.700	115,000	1.00
56	2.700	115,000	1.00
57	2.700	115,000	1.00
58	2.700	115,000	1.00
59	2.700	115,000	1.00
60	2.700	115,000	1.00
61	2.700	115,000	1.00
62	2.700	115,000	1.00
63	2.700	115,000	1.00
64	2.700	115,000	1.00
65	2.700	115,000	1.00
66	2.700	115,000	1.00
67	2.700	115,000	1.00
68	2.700	115,000	1.00
69	2.700	115,000	1.00
70	2.700	115,000	1.00
71	2.700	115,000	1.00
72	2.700	115,000	1.00
73	2.700	115,000	1.00
74	2.700	115,000	1.00
75	2.700	115,000	1.00
76	2.700	115,000	1.00
77	2.700	115,000	1.00
78	2.700	115,000	1.00
79	2.700	115,000	1.00
80	2.700	115,000	1.00
81	2.700	115,000	1.00
82	2.700	115,000	1.00
83	2.700	115,000	1.00
84	2.700	115,000	1.00
85	2.700	115,000	1.00
86	2.700	115,000	1.00
87	2.700	115,000	1.00
88	2.700	115,000	1.00
89	2.700	115,000	1.00
90	2.700	115,000	1.00
91	2.700	115,000	1.00
92	2.700	115,000	1.00
93	2.700	115,000	1.00
94	2.700	115,000	1.00
95	2.700	115,000	1.00
96	2.700	115,000	1.00
97	2.700	115,000	1.00
98	2.700	115,000	1.00
99	2.700	115,000	1.00
100	2.700	115,000	1.00

THE STATE OF TEXAS  
 COUNTY OF SAN AUGUSTINE  
 I, WM. MARK BIRDWELL, a Registered Professional Land Surveyor,  
 at the State of Texas, do hereby certify that this and accompanying  
 depicts a correct survey plan (city and accurate) duly under my direct  
 supervision and in accordance with the laws of this State.  
 W. Mark Birdwell  
 Registered Professional Land Surveyor  
 No. 17,153  
 REFERENCE IS MADE TO LEGAL DESCRIPTION  
 OF EVEN DATE



## **VEACH ESCAPES**

### **RESTRICTIVE COVENANTS**

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon free and undisturbed use of his site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

### **DECLARATION**

We the fee owner(s) of the here in above described real property, hereby make the following declaration as to limitations, restrictions, and uses to which the land and/or parcels thereof may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, and shall be binding on all parties and all persons claiming any right, title, or interest in said land, and all persons claiming under them, to-wit:

1. No lots shall be used except for residential purposes.
2. All residences constructed on any parcel of the above described property shall be fully finished dwellings of generally accepted building material and constructed according to conventional methods of construction, using conventional material, and completed within twelve (12) months from the date the construction is commenced.
3. All residences must have a minimum of 1,200 square feet of heated and cooled floor area, exclusive of basements, porches and garages. Each lot will be architecturally controlled prior to construction. A maximum of two homes or structures may be built per lot and one has to meet the minimum restricted square footage. This restricted development will only allow permanently constructed home that follow all County, State, Corp of Engineers and Local regulations. All lot owners must maintain their own Acreage to an acceptable community standard, which will be established, enforced and Monitored by the Architectural Control Committee.
4. No mobile homes shall be located on the above described property at any time.
5. No travel trailer, basement, tent, shack, garage, barn or other out-building shall be used as a residence. Any separate structure such as equipment sheds, animal shelters, barns, green houses, out buildings, or storage buildings must be placed to the rear of the dwelling.
6. Commercial or industrial use of any part of this property is prohibited.
7. No structure shall be constructed or placed nearer than fifty feet from front boundary line or twenty-five feet from the side and rear boundary lines. This restriction

shall not apply to driveways or mailboxes.

#### VEACH ESCAPES - Deed Restrictions (Pg. 2)

8. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Texas State Board of Health regulations.
9. The dumping, storing or accumulation of trash, debris, junk or junk cars on this property is prohibited. Junkyard is defined as two (2) or more inoperative vehicles. A maximum of three motorized vehicles may remain visible to the road longer than 7 days without written consent of the Architectural Control Committee.
10. No chickens, swine, cows, horses, or goats shall be permitted on this property. No animals allowed on the property other than domesticated dogs and cats.
11. No noxious, immoral, illegal or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the public.
12. This property may not be divided into tracts of less than two (2) acres. Only one living unit shall be allowed on each tract.
13. Each lot shall be kept in a clean and sightly condition.
14. No hunting allowed within the boundaries of Veach Escapes.
15. Developer, or its assigns, shall have the right, but not the obligation, to clean up debris, trash, junk, cut grass, or take any other action as it deems necessary to enforce these covenants. If developer, or its assigns, is required to take such action and incurs expenses therefore, developer shall be entitled to impress a lien on the owner's land in the office of the San Augustine County Clerk and file suit in the appropriate court, to recover all damages incurred.
16. Developer reserves unto itself, its successors and assigns an easement or right of way over a 10 foot strip inside the side, rear and street boundary lines of all lots for the purpose of installation and maintenance of utilities. This reservation is for the purpose of utility company may desire to serve said lots with no obligation on the part of the developer to supply such services.

#### DURATION

These covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any part or parcel of the hereinabove described land, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date of this instrument and shall be automatically renewed for successive 10 year periods thereafter.

VEACH ESCAPES - Deed Restrictions (Pg. 3)

#### **AMENDMENTS/MODIFICATIONS**

It is hereby understood and agreed that the above and foregoing Deed Restrictions may be amended and/or modified by an affirmative vote of a majority of the lot owners in Veach Escapes."

#### **SEVERABILITY**

Invalidation of any one of these servitudes or restrictions by judgment, decree or order shall in no way effect any other provision thereof, each of which shall remain in full force and effect.