

RESTRICTIONS

STATE OF TEXAS
COUNTY OF NACOGDOCHES

856
KNOW ALL MEN BY THESE PRESENTS
X

WHEREAS, ROY RIGBY, RUBY MAY RIGBY, ROBERT L. HOLDER and LENNIE ALLIE HOLDER, owners of the hereinafter described property of Nacogdoches County, Texas, desires to place certain restrictions on the use of any subsequently sold smaller and individual tracts of the property which is described as follows:

All that certain tract or parcel of land located in Nacogdoches County, Texas, and once a part of the G. P. PARKS ESTATE lands which lies North of State Hwy 21 and being part of the J. A. VEACH SURVEY And located approximately 5 miles Eastwardly from the County Court-house of Nacogdoches County, Texas, and being part of a tract of land made the subject of deed of ALLEN B. COLE and wife BETTY COLE to ROBERT L. HOLDER and ROY RIGBY, a partnership, dated May 17, 1973, and filed for record in Vol. 382, Page 436, Deed Records of Nacogdoches County, Texas, and being more particularly described as follows;

BEGINNING at an IP for corner at the intersection of the WBL of the G. P. PARKS ESTATE lands and the south Bdy. line of a TP&L transmission line ROW, said intersection point being N 0° 55' E, 2397.7 ft. from the intersection of the Western Bdy. line of said G.P. PARKS ESTATE TRACT and North ROW of State Hwy. 21;

THENCE S 63° 35' 32" E 1,058.77 ft. to IP for cor in the South Bdy. line of said TP&L transmission line ROW;

THENCE S 4° 5' 18" W 769.55 ft. to IP for corner.



TRUE AND CORRECT COPY
OF ORIGINAL FILED IN
NACOGDOCHES COUNTY
CLERK'S OFFICE

THENCE S 85° 19' 42" E 160.31 ft. to IP for cor in the
center of small creek running generally east and west 629
through said G P PARKS ESTATE TRACT;

THENCE Southerly & Westerly with the meanders of small
creek or branch as follows:

THENCE S 50° 23' 58" W	92.45 ft.;
THENCE S 55° 15' 26" W	164.4 ft.;
THENCE S 46° 51' 57" W	193.95 ft.;
THENCE S 27° 07' 19" W	48.37 ft.;
THENCE S 50° 14' 28" W	135.35 ft.;
THENCE S 05° 16' 28" W	97.16 ft.;
THENCE N 87° 05' 32" W	70.76 ft.;
THENCE N 59° 34' 48" W	87.09 ft. to iron pipe for corner

in the intersection of the last line above described &
the Eastern margin of a ROW reserved for road purposes
running generally N and S through said G. P. PARKS ESTATE
Tract;

THENCE across said road with the meanders of said
branch to the Western margin of the said road ROW;

THENCE northerly along the Western margin of the ROW,
said call believed to be N 0° 17' W, 203.3 ft. to iron
pipe & continuing on northerly along the Western margin of
said Road ROW N 4° 5' 18" E 721.7 ft. to IP for cor in the
Western margin of said road ROW.

THENCE N 85° 54' 42" W 426.17 ft. to iron pipe for cor
in the Western Bdy. line of said G.P. PARKS ESTATE Tract;

THENCE along the Western Bdy. line of said G.P. PARKS
ESTATE Tract to the PLACE OF BEGINNING & containing 21.77
acres of land;and

WHEREAS, it is desireable and advisable for the benefit of
the public in general and all persons purchasing any smaller
tracts out of the above described property to place certain
restrictions and conditions on said above designated tract,
describing the manner in which, and for what purposes, tracts

out of the above described property may be used, and the type and size of structures to be erected on said above described property; which purposes are to be effectuated by these restrictions; 630

NOW, THEREFORE, ROY RIGBY, RUBY MAY RIGBY, ROBERT L. HOLDER and LENNIE ALLIE HOLDER, do hereby establish the following reservations, conditions, and restrictions of the above described property, prior to the sale of any tracts out of the above described property, to be covenants running with the land, and to enure to the use and benefit of themselves, their successors, and assigns, and each and every person purchasing tracts out of the above described property:

1. All tracts are to be used for residential purposes only.
2. No more than one single family dwelling will be allowed on any one lot or individual tract as initially conveyed by the above designated persons.
3. No obnoxious or offensive activity shall be carried on upon any lot or tract nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved in the street right of way in and through the subdivision or tract above described. Easements are also reserved five (5) feet inside of all lot lines and over the entire area of all common owned or dedicated streets and opened spaces.
5. 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 no kept, bred, or maintained for purposes of sale.

6. No sign of any kind shall be displayed to the public 031
view on any lot except one sign of not more than five square feet
advertising of the property for sale or rent, or sign used by the
builder to advertise property during the construction and sales
period.
7. No residence shall be closer to any property line than
five (5) feet therefrom and no building located on said lot shall
be closer to the nearest margin of any street than 50', such 50'
being the set back line.
8. No lot therein shall be used or maintained as a dumping
ground for rubbish, trash, garbage or other waste and shall be
kept in sanitary containers. All incinerators or other equipment
for storage, burning or disposal of such material shall be kept
in a clean and sanitary condition.
9. All homes shall be of permanent type construction and at
least 1200 square feet of living space, under central heat and air
conditioning, excluding garage or carport, and the plans and
specifications for such permanent structure showing the location
upon the lot, must first be approved by the undersigned, their
successors, assigns, or representatives, prior to the beginning
of construction.
10. Each dwelling shall have either a garage or carport
for automobiles.
11. Enforcement of protective covenants affecting said
conditions shall be by proceedings at law or in equity against
any persons violating or attempting to violate any covenant,
either to restrain any violation or to recover damages, and
invalidation of any one of these covenants by judgement or court
order shall in no way affect any of the other provisions, which

shall remain in full force and affect.

12. These conditions and covenants as hereinbefore set forth are covenants to run with the land and shall be binding upon all the parties hereto, and all persons claiming under this, for a period of 35 years from and after the 1st day of August, 1973, and all of said covenants and conditions shall thereafter be automatically extended for 10 years, and thereafter, for successive periods of ten years unless and instrument, signed by majority of the then owners of the tracts out of the above described land, has been recorded and signed and evidencing an agreement to change such covenants and conditions in whole or in part.

Roy Rigby
ROY RIGBY

Ruby May Rigby
RUBY MAY RIGBY

Robert L. Holder
ROBERT L. HOLDER

Lennie Allie Holder
LENNIE ALLIE HOLDER

THE STATE OF TEXAS X

COUNTY OF NACOGDOCHES X

BEFORE ME, the undersigned authority, on this day personally appeared ROY RIGBY & RUBY MAY RIGBY, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 22nd day of February, 1974.



Conroe G. Christensen
NOTARY PUBLIC in and for
Nacogdoches County, Texas

THE STATE OF TEXAS X
COUNTY OF Nacogdoches

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BEFORE ME, the undersigned authority, on this day personally appeared ROBERT L. HOLDER & LENNIE ALLIE HOLDER, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 22nd day of February, 1974.



Janice A. Christian
NOTARY PUBLIC in and for
Nacogdoches County, Texas

STATE OF TEXAS
COUNTY OF NACOGDOCHES
I hereby certify that this instrument was FILED 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 Nacogdoches County, Texas as stamped
hereon by me, on

FILED AT 10:00 O'CLOCK A M

FEB 26 1974

FEB 22 1974

HOPE SKIPPER, CLERK, COUNTY COURT
NACOGDOCHES COUNTY, TEXAS
BY: Hope Skipper DEPUTY



Hope Skipper
COUNTY CLERK
NACOGDOCHES COUNTY, TEXAS