

KICKAPOO ESTATES DEDICATION AND RESTRICTIONS

THE STATE OF TEXAS  
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS:

THAT, George P. Bane, Inc., a Texas Corporation, owner of the lands and premises described as follows, to-wit:

All of a Sub-division of approximately 60.103 acres and being a part of the John Burgess League, Abstract No. 7, in Polk County, Texas, and said 60.103 acres being the same land described in that certain deed from Jim Wright, et al to George P. Bane recorded in Vol. 253, page 141, et seq. of the Deed Records of Polk County, Texas;

and this Sub-division being called Kickapoo Estates, Polk County, Texas, have established, and by these presents do establish the following restrictions on the improvement, use and sale of said property, which shall apply equally to all the lots in said Sub-division as herein stated, and are for the mutual protection and benefit of all future owners in said Sub-division to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said Sub-division until December 31, 1995, A.D. whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided.

Developer desires to create and carry out a uniform plan for a improvement, development and sale of all of the lots in the Subdivision, for the benefit of the present and future owners of said lots, and for the protection of property values therein; and, to that purpose, developer hereby adopts and establishes the following declarations, reservations, restrictions, 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 Sub-division shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

## KICKAPOO ESTATES, RESERVATIONS

(1) There shall be reserved the utility easements and drainage easements as constructed on 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 any 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 right 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 ways, caused by trees, brush, fences, 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 there 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 water service hereinafter set forth. There is also reserved for the use of the public utility companies an unobstructed serial easement five (5) feet wide from a plane twenty feet above the ground upward, located adjacent to the said easements reserved hereby.

(2) George P. Dane, Inc. reserves unto itself, its successors 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, mains 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.

(3) There is reserved unto George P. Dane, Inc. its Suc-

cessors and Assigns and unto the owners of tracts in said subdivision certain lots designated as boat launching areas. These tracts will be reserved as community ownership for the boat launching, parking, and other community type activities.

#### RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development George P. Bane, Inc., its Successors and assigns, owner of said subdivision, does hereby covenant and provide that said George P. Bane, Inc., its Successors and Assigns, and all parties holding title by, through and under it, shall hold such lands subject to the following restrictions running with the land which shall be observed by George P. Bane, Inc., its Successors and Assigns, and shall run in favor of and be enforceable by any of said tracts of land above described, Save and Except, the Boat Launching areas which shall not be in any manner restricted hereby unless specifically referred to and further provided that George P. Bane, Inc., may select a tract for location of water well and facilities.

(1) These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until December 31, 1995 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) If the parties hereto, or any of them or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned, George P. Bane, Inc., its Successors and Assigns, to enter and abate such violation without liability, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

(3) The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property or any

part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

(4) No building shall be erected, placed or altered on any building tract in this subdivision until the plans, specifications and plots plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to location with respect to topography and furnished ground elevation by the Architectural Committee composed of George P. Bane, David Warren, and or by a representative designated by a majority of the members of the said Committee. In the event or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

(5) The Architectural Committee shall have the same authority over the Park and Boat Launching areas in said Subdivision and no structure or improvement shall be placed thereon except as a community project and upon approval of the Committee.

(6) No outside privies or toilets shall be permitted in this sub-division. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage disposal 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, then whenever a central sewage treatment plant and disposal system shall be establish.

ed to serve this subdivision, whether publicly owned or privately owned or operated then all of the tract owners and/or occupants to whom such disposal service is available shall immediately subscribe to such service and shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefor 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.

(7) The drainage of sewage into a road, street, alley, ditch, or any waterway either directly or indirectly is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving this subdivision.

(8) No tract except those designated on said plat as reserved shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any residence tract other than one detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

(9) All residences shall be located in accordance with the building lines shown on the plat of said subdivision and all residences shall be constructed on the tract to front on street on which such tract faces. No residences shall be located nearer than 5 feet on any side line.

(10) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

(11) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

(12) No residential structure shall be placed on a residential tract unless its living area meets the minimum of square feet of floor area as designated by the Architectural Committee for the lot same is to be placed on; area excluding porches and carports.

(13) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any residential tract, except that dogs and cats or other household pets may be kept provided that they

are not kept, bred, or maintained for any commercial purposes.

(14) No sign of any kind shall be displayed to the public view except one sign of not more than three square feet, advertising the property for sale or rent, or signs used by the builders to advertise the property during the construction and sales period.

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

(16) No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. Garbage and waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(17) 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.

(18) All residences shall be completed within six months from date of beginning construction unless such period is extended in writing by the Architectural Committee.

(19) No boats or trailers may be parked in front of the front building line of any tract.

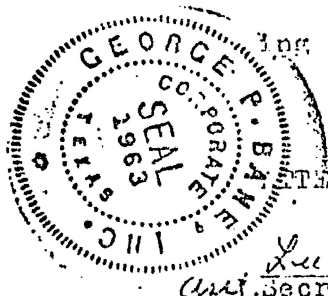
(20) No hunting or shooting in said subdivision.

(21) No fence, wall, hedge, or detached improvement shall be erected, ground or maintained on any part of any tract forward of the front building line.

(22) Each lot owner agrees and obligates himself to pay George P. Bane, Inc. the sum of \$15.00 per year which said sum shall be due and payable on the 10th day of March of each year and George P. Bane, Inc. shall accept such payment and use same for the upkeep and maintenance of the park areas, reserves, and public streets and road ways of the subdivision. If, at any time after the year 1976, George P. Bane, Inc. is presented a petition signed by a majority of the lot owners of this subdivision requesting a discontinuance

of this assessment, then George P. Bane, Inc. may at its discretion, be relieved of the duties connected with the collection of the assessment and disbursement of the funds, by appointing a committee of the three lot owners who shall succeed George P. Bane Inc. in the administration of the assessment fund. Failure of any lot owner to pay such assessment as herein provided may be construed as a forfeiture of his rights to use of the parks, and housing facilities of the subdivision.

WITNESS our hands this the 28 day of July, 1971



TEST:

GEORGE P. BANE, INC.

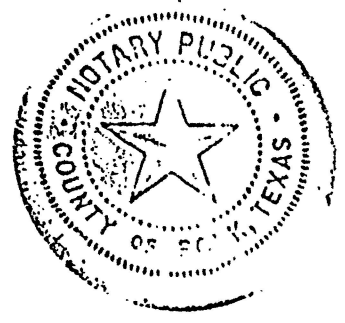
Lucy E. Bane  
Asst. Secretary

BY: George P. Bane  
George P. Bane

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 George P. Bane, President, known to me to be the person and officer whose name is subscribed to the foregoing and acknowledged to me that the same was the act of the said George P. Bane, Inc. a Corporation, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

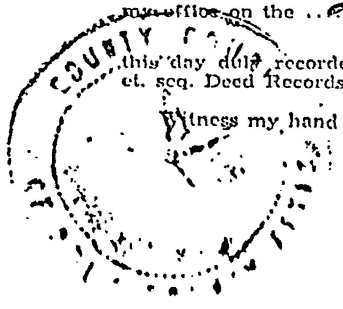
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of July, 1971.



Clayton Malone  
Notary Public in and for Polk County, Texas. (CLAYTON MALONE)

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 29 day of July, 1971 at 2 o'clock P.M. and was this day duly recorded at 10:20 o'clock A.M., in Vol. 258 Pages 81 et. seq. Deed Records of said County.



Witness my hand and official seal at office in Livingston this 3 day of August, 1971.

K. W. KENNEDY  
Clerk, County Court, Polk County, Texas  
By Judy Walker Deputy