

Vol. 618, pg 813

4708

JAMES W. JACKSON, JR., TRUSTEE

813

TO THE PUBLIC

THE STATE OF TEXAS )

COUNTY OF LIMESTONE )

DEDICATION OF RESTRICTIONS

WHEREAS, JAMES W. JACKSON, JR., TRUSTEE, hereinafter called "Developer" is the record owner of all the lots, tracts and parcels of land shown upon that certain map or plat of a subdivision known and designated as BLAINS CREEK ADDITION, a subdivision in Limestone County, Texas, according to the plat of such subdivision filed for record in the Office of the County Clerk of Limestone County, Texas, on the 12th day of July, 1977, and recorded in Volume 3, Page 40, of the Plat Records of Limestone County, Texas, reference to which plat and the said record thereof being hereby made for all purposes:

NOW, THEREFORE, that James W. Jackson, Jr., Trustee, does hereby dedicate said property in accordance with the dedication appearing upon said plat and agrees that the land shown to be subdivided into numbered lots according to said map is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations, and restrictions, as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said property in said subdivision, as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by Developer covering the numbered lots set forth on said map, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

And the restrictions hereinafter set forth, except as herein otherwise provided shall be and are hereby imposed upon each numbered lot in said subdivision, as shown by said plat and as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Developer, his heirs, executors, successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth.

1. None of said lots or improvements erected thereon shall be used for anything other than private residential purposes.

2. No lean-to, shack or other temporary structure of any character shall be constructed on any of said lots. No structure, other than a single residence, designed and constructed for use by single family, together with such servant's quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residence as a single family dwelling, shall be constructed on any lot, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any form of multiple family dwelling, nor shall any residences on separate lots be advertised for use or used as hotel, tourist cottages or as places of abode for transient persons, nor shall any structure, house trailer or building erected thereon or any part thereof be used as a dwelling pending the completion of the main dwelling house to be constructed thereon.

814

3. In no event shall any dwelling be erected on any lots, or the plans approved therefor having a floor area of less than eight hundred (800) square feet, exclusive of garages and other appendages. Said dwelling to have wood shingled or composition roof, and may be erected on any type of foundation. In the event any other type of roofing is to be used it must be approved by the architectural committee. In the event of split level construction, foundation must be approved by the architectural committee. All improvements or additions to same shall be substantially and safely constructed, painted, and kept in good repair, and all lots shall be kept in a clean and sanitary condition.

4. No building or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, have been approved by an Architectural Control Committee. The Architectural Control Committee is composed of James W. Jackson, Jr., Kimbell Hughes and James L. Bradley. A majority of the Committee may designate a representative to act for it. In the event of the 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 representatives, shall be entitled to any compensation for services performed pursuant to this covenant. After ten years from date of this instrument, 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 or its designated representatives, fails to approve or disapprove within thirty (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. The residence or building, however, must be constructed in compliance with all of the other restrictive covenants herein stipulated.

The address of this committee is: 202 Bradley Building, Groesbeck, Texas 76642.

5. No horses, cows, sheep, goats, swine or livestock of any kind may be kept on said premises.

6. No outside toilets will be permitted, and no installation of any kind of disposal of sewage shall be allowed which would result in raw or untreated sewage being carried into water bodies. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto. The drainage of septic tanks into road, street, alley or public ditches, either directly or indirectly, is strictly prohibited.

7. No sign or any other advertising may be displayed on property unless approved by the Architectural Control Committee.

8. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected and shall not be placed in the streets or between the roadbed and property line.

9. All of the restrictions and covenants herein set forth shall continue and be binding upon Developer, his heirs, executors, administrators, successors or assigns, and upon the purchasers of

815

said lots, for a period of fifty (50) years from the date this instrument is filed for record in the office of the County Clerk of Limestone County, Texas.

10. The terms and provisions hereof shall be binding upon Developer, his heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under him, and all subsequent purchasers or owners of property in said subdivision, each of whom shall be obligated and bound to observe the same provided, however, that no such person shall be liable, except in respect to breaches committed during his or their ownership of said property.

11. The waiver or invalidation of any one or more of these restrictions, covenants, or conditions by judgment, court order or otherwise, shall in no wise constitute a waiver of or invalidate any other restriction, covenant or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect.

12. No unsightly storage that is visible from the street shall be permitted on any lot.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and in order to prevent him or them from so doing or to recover damages or other dues for such violation.

EXECUTED on this the 12th day of July, A. D. 1977.

*James W. Jackson, Jr.*  
James W. Jackson, Jr., Trustee

THE STATE OF TEXAS )  
COUNTY OF LIMESTONE )

BEFORE ME, the undersigned authority, on this day personally appeared JAMES W. JACKSON, JR., TRUSTEE, 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, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of July, A. D. 1977.

*Martha C. Longfetham*  
Notary Public in and for Limestone County, Texas.

Filed for record the 12 day of July A.D., 1977 at 11:50 o'clock A.M.  
Recorded the 12 day of July A.D., 1977 at 4 o'clock P.M.

DENA PRUITT, COUNTY CLERK  
LIMESTONE COUNTY, TEXAS

BY *Nancy Strickland* Deputy