

9325556

DEDICATION OF RESTRICTIONS

002 38-1653

THE STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF GALVESTON X

WHEREAS, Duane Vickery is the owner of Tract 1 through 18 out of Block 14, in the W. K. Wilson Survey Abstract 208. In attempt to establish and maintain value to all Tracts sold and adjoining properties, Seller does make and file the following declarations, reservations and protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the Tracts being conveyed by him.

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building or other improvements shall be erected, placed or altered, including any walls, fences or hedges or the erection begun, or changes, made in the design thereof after original construction on any lot until the construction plans and specifications and a plot plan showing the locations of the structure or improvements has been submitted to and approved by the Seller, or his assignee as hereinafter provided, as to use, compliance with these restrictions, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. The Seller's approval or disapproval as required herein shall be in writing. In the event of death or resignation of Seller the Assignee shall have full authority to designate a successor. Seller shall have 30 days from receipt of plans to approve or disapprove plans. Seller at his sole discretion, is hereby permitted to approve deviations in location where, in his judgment, such deviation will result in a more beneficial use. Such approval must be granted in writing and when give will become a part of these restrictions. Seller may assign any and all rights reserved to him hereunder. Any such assignment shall be evidenced by a proper instrument in writing recorded in the Official Public Records of Real Property in Galveston County, Texas.

ADD in:
 #1 1000 SF min
 #5 Pkg below plat type
 #6 Animals confinement/owner
 #7 permit to build line
 #8 rate to alter
 #9 } signed by Les + Bill
 #10 } Althea

The owner of and Tract will be individually responsible for the installation of a septic tank and waterwell on his Tract or Tracts and the septic tank and waterwell must meet the applicable federal, state or local jurisdiction restrictions.

2. All Tracts, unless otherwise designated on the aforementioned map or plat shall be known and designated as "residential homesites" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

(A) USE. No dwelling shall be erected, altered, placed or permitted to remain on any of said Tracts other than residential property. Residential property is here meant for the use of erecting thereon a first-class private recreational residence, with the customary out-buildings, garages and servants quarters. No trees shall be cut on any Tract without written consent of Seller unless contract is paid in full, excluding trees to be cut to erect a home or attachments

thereof. In the event owner becomes Landlord by leasing his property, owner shall be responsible for his tenant.

002-38-1654

- (1) All dwellings erected on any residential Tracts shall have an interior area of not less than 1000 square feet, provided further that one and one-half story house shall contain at least 800 square feet on the ground floor and containing at least a total of 1200 square feet. Provided further that two story houses shall contain at least 800 square feet on the ground floor and containing a total of 1600 square feet, and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages. Any pylons, if raised, shall be of full dimensional lumber of at least 12" square. No building shall exceed three story including parking. All roof materials shall be 3/4 lb. architect style roof material or equal. All exteriors shall be coated with earthtone semi-transparent stains.
 - (2) No building or structure shall be occupied or used until the exterior thereof is completely finished.
 - (3) Except as may be authorized in writing by Seller, or his assigns, no building shall be located nearer to the front lot line than 60 feet from road or front property line for interim Tracts is 230 feet from front property line if waterfront Tract, nor nearer the side property line than ten feet (10'), nor nearer than fifty feet from the back property line, except that the slab or foundation for a garage only may not be nearer to any side lot line than ten feet (10'). Overhang of the walls and roofs of such buildings shall be permitted so long as such overhang does not extend out more than two feet (2') from the slab or foundation. Seller may grant variances to such building setback lines which, in his judgment will result in a more beneficial use of the property. Except as may be authorized in writing by Seller, all improvements shall be constructed to front on the street upon which the site faces, and each corner site shall face on the street on which it has the largest set back line; provided that garages on corner Tracts may face the street if specifically approved by Seller. No fence, wall, hedge, pergola or other detached structure shall be erected or maintained on any part of any Tract forward of the front or side building line. For the purposes of this covenants, unless otherwise provided for herein, eaves, steps and unroofed terraces shall not be considered as part of a building, provided however, that this shall not be constructed to permit any portion of the construction on one lot to encroach upon another lot.
 - (4) In no event shall any residential Tract be used for any business purpose.
 - (5) All residence are to have at least two car enclosed attached garage. A two car non-attached garage is approved parking facility. Parking below pylon type structure allowed.
- (B) CONSTRUCTION. All exterior construction materials shall be approved by Seller. No concrete blocks shall be used in said construction except for pylons, buildings shall be built on an approved foundation.

on any Tract or Tracts unless approved. The exterior construction of any kind and character, be it the primary residence, garage, porches, or appendages thereto, shall be completed within six (6) months from starting date.

(C) No boats or trailers shall be permitted to be placed in front of any residential building.

3. GARBAGE AND TRASH DISPOSAL

Garbage and trash shall be disposed of at least once a week. No Tract may be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and not visible from any road or right-of-way.

4. No noxious or offensive trade or activity shall be carried on or maintained on any Tract, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not be limited to: any motor vehicle not properly licensed by the State of Texas; junk or wrecking yards; automobiles, trucks or other vehicles for parts, profanity, illegal and immoral acts.

5. TEMPORARY STRUCTURES AND RESIDENCES

No trailer, mobile home, or mobile home double wide, shack, barn or other outbuilding or structures shall be moved onto a Tract, nor shall any garage or other outbuilding be used as a temporary or permanent residence in this subdivision.

6. ANIMALS

There shall be no cows, horses, hogs, sheep, or goats allowed. No animals, livestock, or poultry of any kind including dogs or cats or other household pets may be kept, bred or maintained for any commercial purpose. All animals to be kept within the confinement of owner.

7. EASEMENTS

All Tracts are sold subject to easements for public utilities as may already be existing or as may become reasonably necessary for development, to create in the future and all of which rights is reserved so as to permit good development and provide necessary utilities. The existing 30' private road is hereby available as ingress and egress to the property owner of the Tracts to insure permanent access to their land, however, it is expressly agreed that no roads on tracts shall be used for ingress and egress to any adjoining property without written consent of the Seller. However, it is further expressly agreed that Seller may grant the use of any roads and/or Tracts in the subdivision for the use of ingress and egress to any adjoining property without the written consent of any property owners. All Tracts herein sold are subject to prior recorded reservations of all oil, gas and other minerals, together with all restrictions herein as set forth and as well as any other easements, reservations, and restrictions of record. It is understood that when alternate road is available to property owners, Seller may close existing private road. Owners shall pay a \$10.00 per monthly road assment fee to seller. Payment shall be due on 10th day of each month.

8. FENCES AND PLANTS ~~(\$10.00 fee on a per lot basis.~~

All fences built of lumber other than red wood or cedar tenor shall be stained with at least two coats of stain and maintained so as to appear neat and presentable at all times. All other types of fences must be kept in a neat and presentable appearance at all times. No cyclone fences may be built in front of any house or

or houses or on any Tract or Tracts except behind building site. All fences must be approved prior to construction.

9. SIGNS

No signs of any kind shall be displayed to the public view on any Tract except one sign of not more than five square feet advertising the property for sale, or signs by a builder to advertise the property during the construction and sales period.

10. MAILBOXES

All mailboxes must be approved prior to installation.

11. ACCESS

No driveways or roadways may be constructed on any Tract that will furnish access to any adjoining property without the express written consent of Seller.

12. CULVERTS

The size and construction of all drain tiles or culverts in any drainage ditch (including road ditches) on Tract must be approved and in no event shall any such drain tile or culvert have an inside diameter of less than twelve (12) inches.

13. UTILITIES

No utilities are to be furnished by Seller.

14. RESUBDIVISION

No Tract may be resubdivided without the written approval of Seller.

15. FIREARMS

The use or discharge of firearms is expressly prohibited on property.

16. MATERIALS STORED ON TRACTS

No building material or debris of any kind shall be placed or stored upon any Tract except during construction, unless approved by Seller.

17. MAINTENCE ASSESSMENTS:

Seller imposes on each residential Tract or parcel of land (save and except those Tracts designated as "Reserve Tracts") owned within the properties and hereby covenants that each owner of any Tract by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to Seller annual assessments or charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land, and shall be a lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such Tract at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owners successors in title unless expressly assumed by them. Appropriate recitations in the deed conveying each residential Tract will evidence the retention of a vendor's lien by Seller for the purpose of securing payment of said charges assigned to Tract or Tracts without recourse on Seller in any manner for the payment of said charges and indebtedness. A ten dollar, \$10, maintenance fee shall be due on the 1st day of each month to Seller for the purpose of maintaining roads

002-38-1657

18. PURPOSE OF ASSESSMENTS:

The assessments levied by the Seller shall be used exclusively to promote the recreation, health, safety and welfare of residents of the properties and for the improvement and maintenance of the Common Area. Permissible uses of the assessments levied by the Association shall include, but not be limited to because of enumeration, the payment for maintenance or installation of streets, roads, highways, curbs, gutters, sidewalks, trees, paths, parks, parkways, esplanades, vacant lots, mosquito fogging, the employment of policemen, watchmen, or other security personnel, and the payment of legal fees incurred in connection with the enforcement of all recorded charges and maintenance assessments, restrictions, covenants and conditions affecting said property to which the maintenance fund herein described applies. All tracts (sold) shall be maintained to the front building line in a reasonably trimmed and neat appearance.

19. DURATION OF RESTRICTIONS:

These restrictions shall remain in full force and effect indefinitely.

20. MISCELLANEOUS PROVISIONS:

All covenants and restrictions are for the benefit of all property owners, and shall be binding upon the purchaser or his successors, heirs and assigns.

All owners of any Tract or Tracts shall refer to these covenants and restrictions by volume and page number in any future deeds or other conveyances.

All of the restrictions, easements and reservations herein provided and adopted as part of property shall apply to each and every Tract therein and shall be taken and deemed as covenants running with the land, and when such Tract or Tracts are conveyed the same shall be conveyed subject to such restrictions and reservations herein, and Tracts with such reservations, easements, restrictions, etc, are so referred to by reference thereto in any such deed or conveyance to any Tract or Tracts, the same shall be of the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth. Any restriction broken shall be subject to a \$150.00 fine plus a \$10.00 per day penalty until violation is corrected. No Trucks over one ton in size shall be allowed on private road, unless approved by Seller.

21. DEFINITIONS

The terms Owner and Seller in the opening paragraph refer to Duane Vickery. The term Owner thereafter refers to the buyer.

* Seller or his assignee reserves the right to amend these restrictions as deemed necessary.

[Signature]
Duane Vickery

STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED

DUANE VICKERY on this the 13th day of July, 1983.

SWORN TO AND SUBSCRIBED TO ON THIS TH 13TH DAY OF JULY, 1983.

[Signature]
JEAN WELLS, NOTARY PUBLIC
in and for
GALVESTON COUNTY, TEXAS

FILED FOR RECORD
JUL 13 4 43 PM '83
Mary Jane Edustson
COUNTY CLERK, GALVESTON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the Official Public Records of Real Property of Galveston
County, Texas, on

JUL 13 1983



Mary Jane Edustson
COUNTY CLERK, Galveston County, Texas

pl
Carlisa Johnson
P.O. Box 1242
Cleveland, TX 77327