

RESTRICTIVE AND PROTECTIVE COVENANTS FOR ELLINGER ROAD SUBDIVISION  
LA GRANGE, TEXAS

THE STATE OF TEXAS

COUNTY OF FAYETTE

KNOW ALL MEN BY THESE PRESENTS, that WEEREN LIMITED PARTNERSHIP NO. 1, a Texas Limited Partnership, acting herein by and through WEEREN PROPERTIES, INC., a Texas Corporation, its General Partner, acting herein by and through Edward L. Weeren, its President, the owner of that certain tract or parcel of land in the City of La Grange, Fayette County, Texas, containing 2.553 acres, a part of the John Eblin League, A-42, in Fayette County, Texas, which land has been heretofore platted and subdivided into that certain subdivision known as ELLINGER ROAD SUBDIVISION, according to and as shown by that map or plat thereof recorded with the County Clerk of Fayette County, Texas in Volume \_\_\_\_\_ upon Pages \_\_\_\_\_ of the Map or Plat Records of Fayette County, Texas [Slide No. \_\_\_\_\_], does, for the protection and benefit of all owners of any lot or lots in said subdivision hereby impress each and all of the lots in said subdivision with the following restrictive covenants running with the land governing the use, occupancy, enjoyment and sale of any and all such lots:

1. Each residence constructed on a lot shall contain not less than 1,300 square feet of enclosed and air-conditioned floor living area, exclusive of the garage area.
2. All houses shall be constructed at a minimum of fifty per cent (50%) brick or concrete manufactured material (hardy plank) siding, stucco, plaster or natural stone. Roofing material shall be composition, tile or metal.
3. All houses shall have concrete driveway extending not less than fifty feet (50') from the garage entry. All garages shall be at least double car garages. Garages facing the side of the lot are permitted if location and lot width allow.
4. Building setback lines shall be governed by the City of La Grange building code as same may be amended from time to time.
5. All fences are to be of wood, brick, chain-link or ornamental metal material or a combination thereof. Fences are not permitted to be constructed in the front yards of houses.
6. No lots shall be used for other than detached single-family residence purposes, and all improvements erected on any lot shall conform with the restrictions set forth herein, as well as all other applicable requirements promulgated by any public authority having jurisdiction over the subdivision.

Conducting any kind of commercial enterprise on or from the subdivision is absolutely prohibited; however, a lot owner may have no more than one garage sale per year.

7. No house trailer, mobile home, recreational vehicle, utility trailer, tent, shack, barn, transmission towers and/or antennas, temporary buildings, outbuildings, guest house or structure of any kind shall be parked and/or erected on any of said lots.

EXCEPTION: A lot owner may have no more than one storage building in the back yard for the purpose of storing lawnmowers, weed eaters and similar yard equipment, BBQ pits or grills and/or yard/hand tools or the like, PROVIDED the building is well made and maintained so that its presence does not negatively impact the overall positive attractiveness of the subdivision.

8. The owner of a damaged or destroyed dwelling on any lot shall promptly make repairs or replacement in order to restore the dwelling to its condition prior to the damage or destruction. Should the owner not restore or repair the damaged dwelling within a reasonable length of time, the owner shall tear down the damaged dwelling and remove the debris from the lot.

9. Each owner shall be responsible for the maintenance and painting of all improvements on each lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon the lots. No refuse pile, unused or abandoned motor vehicles, trailers or other unsightly objects shall be allowed to be placed or to remain anywhere on the premises.
10. No truck, van, trailer, boat, recreational or commercial type vehicle shall be stored or parked on any lot of the subdivision, unless engaged in transporting appliances or furniture or other personal property to or from a residence or otherwise being loaded for a trip. At any rate, no such vehicle shall remain on the subdivision overnight.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other household pets (maximum of two) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In all instances, household pets shall be restrained within fenced areas or under leash. Vegetable gardening is allowed only in back yards at the rear of the residence.
12. All signs, billboards or advertising structures of any kind are prohibited, except the owner may display a sign no larger than four square feet to advertise that a lot or home is for sale or lease. The undersigned original owner of this subdivision may erect signs or billboards or similar advertising structures during the time the lots are initially being offered for sale. Signs may not be nailed or attached to any trees.
13. No obnoxious or offensive activity shall be allowed or carried on, upon or from any lot in the subdivision, nor shall any activity be allowed or conducted on any lot that would be a nuisance to the owners of other lots.
14. Swimming pools and their accessory structures shall be installed in accordance with the ordinances and regulations of the City of La Grange. No aboveground swimming pools shall be allowed.
15. All exterior lighting on each lot shall be constructed and maintained so as to provide illumination for that lot only. Lighting that is a nuisance to the owner or owners of other lots in the subdivision is not permitted.
16. No buildings or other structures shall be moved from other locations and placed on any lot in this subdivision.
17. All existing surface drainage must be maintained. The natural drainage of water shall not be altered or diverted so as to damage the other lots in the subdivision. All wood fencing shall have a ground clearance of at least two inches, and all brick fences shall have a four-inch by six-inch open space at ground level at least every four feet.
18. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them from October 1, 2006 until October 1, 2026, and these covenants and restrictions shall thereupon automatically renew and be extended for successive periods of twenty years, unless by vote of 75% of the owners of the lots in this subdivision, at any time, such lot owners decide to modify or terminate these covenants and restrictions in whole or in part by written instrument filed in the office of the Fayette County Clerk.
19. Should an owner of a lot violate any of the covenants and restrictions set forth herein, it shall be lawful for any other lot owner(s) in this subdivision to file an appropriate lawsuit in the District Court in and for Fayette County, Texas, in law or in equity, or both, against the person or persons allegedly violating or attempting to violate, or failing to honor, any one or more of these covenants or restrictions, in order to enforce the letter and spirit of these restrictions and covenants, and the party found to be at fault shall be liable for all costs and damages, including reasonable attorney's fees, incurred in connection with the enforcement of these restrictions.

20. Invalidation of any one or more of these covenants or restrictions by judgment of a court of competent jurisdiction shall in no way affect the validity of the other remaining restrictions.
21. Each lot in this subdivision shall also automatically be impressed with all easements, set-back lines, restrictions, rules, regulation or covenants, whether express or implied, that are adopted by the City of La Grange or are otherwise of record in the Official Records of Fayette County, Texas.

EXECUTED on \_\_\_\_\_, 2006.

WEEREN LIMITED PARTNERSHIP NO. 1,  
A Texas Limited Partnership

By \_\_\_\_\_  
Edward L. Weeren, President of  
Weeren Properties, Inc.,  
Its General Partner

THE STATE OF TEXAS  
COUNTY OF FAYETTE

BEFORE ME, the undersigned authority, on this day personally appeared Edward L. Weeren, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as President of WEEREN PROPERTIES, INC., a Texas corporation, the General Partner, as the act of WEEREN LIMITED PARTNERSHIP NO. 1, a Texas Limited Partnership, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_,  
2006.

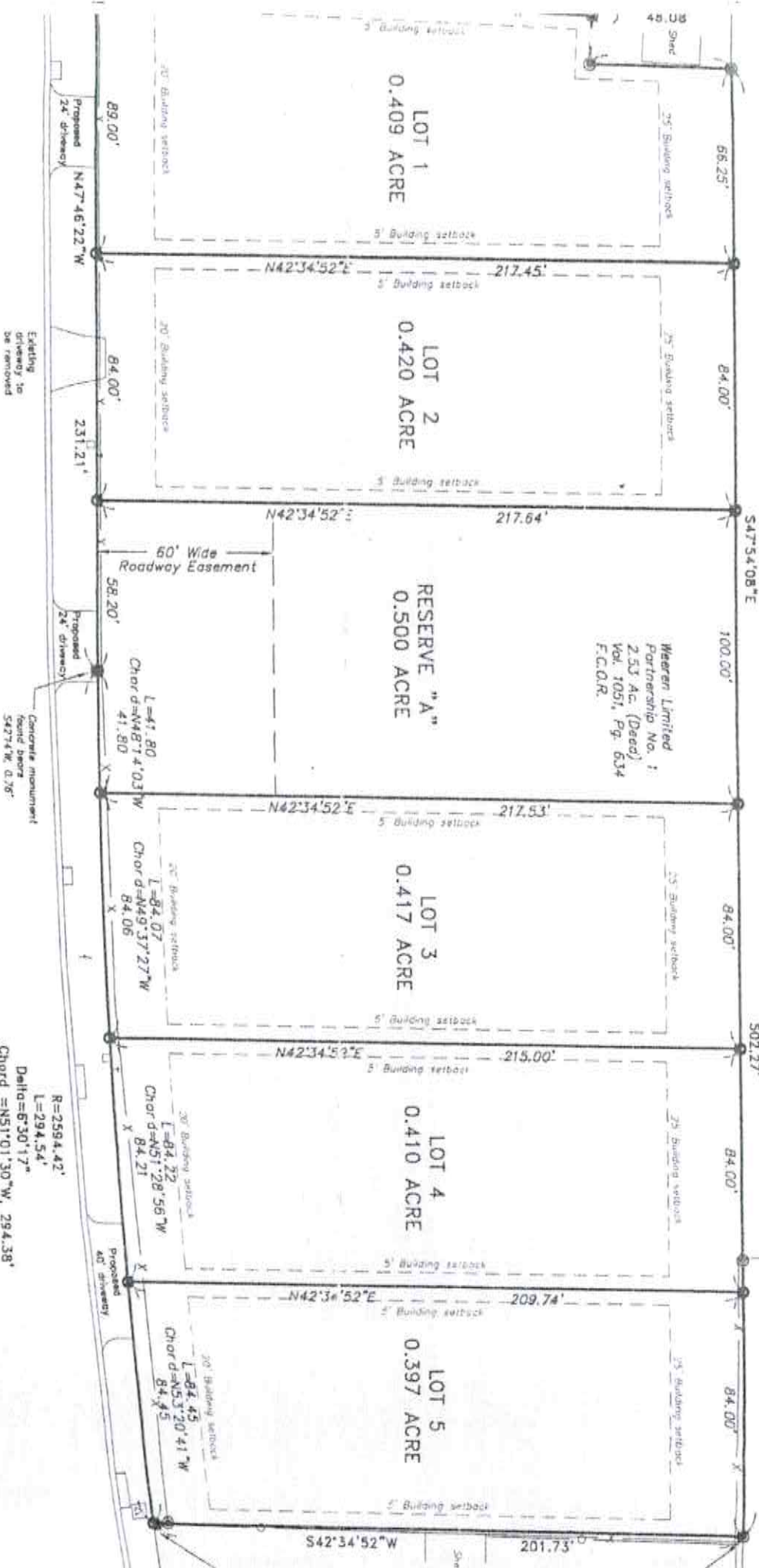
( S E A L )

\_\_\_\_\_  
Notary Public, State of Texas

Wearin Limited  
 Partnership No. 1  
 20.799 Ac. (Dead)  
 Vol. 107B, Pg. 588  
 F.C.O.R.

Wearin Limited  
 Partnership No. 1  
 2.53 Ac. (Dead)  
 Vol. 1051, Pg. 634  
 F.C.O.R.

"CINDY LANE"  
 (60' City  
 Right-of-Way)



Existing driveway to be removed

Concrete monument found bears S42°34'W, 0.36''

R=2594.42'  
 L=294.54'  
 Delta=6°30'17"  
 Chord = N51°01'30"W, 294.38'

S42°34'52"W 201.73'

