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RESTRICTIONS

LOVERS LANE SUBDIVISION, FREESTONE COUNTY, TEXAS

THE STATE OF TEXAS |
COUNTY OF FREESTONE |

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Neal Development Corp. is the owner of a tract of land in the THOS. MIDDLETON SURVEY, A-420, Freestone County, Texas, which has been subdivided and platted as Lovers Lane Subdivision, as shown by map thereof, recorded in Vol. 2, page 13 of the Map Records of Freestone County, Texas; and,

WHEREAS, it is deemed to be in the best interest of said Neal Development Corp. and of the persons who may purchase lots described in and covered by the above mentioned plat, that there be established and maintained a uniform plan for the improvements and development of the lands covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, Neal Development Corp. being the owner of said subdivision, does hereby adopt the following covenants and restrictions which shall be taken and deemed to be covenants to run with the lands and shall be binding on Neal Development Corp. and all persons and entities claiming under them until January 1, 1955 at which time said covenants, conditions and restrictions shall be automatically extended for successive period of ten (10) years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If the above named owner or any of its successors 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 the above referred to subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

(a) No lot shall be used except for residential purposes; provided that any lot may be used for the erection and operation of a sales office, construction office, or model home by Neal Development Corp. or its designates, successors or

assigns. The term "Residential Purposes" as used herein shall be held and construed to exclude human and animal hospitals and clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses, whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited; provided, however, that the business of furnishing utilities and sewage disposal shall not be considered a prohibited business. No building shall be erected, altered, placed or permitted to remain on any lot other than (1) one detached single family dwelling not to exceed two (2) stories in height, together with a private garage or carport for not more than three (3) cars and servant's type quarters which may be occupied by an integral part of the family occupying the main residence on the building site, or by servants employed on the premises; (2) a tool shed or workshop, attached or unattached to the residence building.

(b) No improvements of any nature shall be erected, placed or altered on any building plot in this subdivision until the plans, specifications and plot plans showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by an Architectural Control Committee composed of G. E. Neal, Jr., C. E. Neal, Sr., and Steven A. Neal, or by a representative designated by a majority of the members of said committee.

In the event of death or resignation of any member of said committee the remaining member or members shall have the full authority to approve or disapprove such design and location or to designate a representative with like authority.

In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted of it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to sixty (60) days after 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 representative shall be entitled to any compensation for services performed pursuant to this covenant.

The duties and powers of such committee and of its designated representatives shall cease on and after January 1, 1976. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(c) Except as may be authorized in writing by the Architectural Control Committee, no building shall be located nearer to the front lot line or nearer to any public street than 25 feet. No slab or foundation of any building (including garages, sheds, and barns) shall be located nearer than ten (10) feet from the rear and from the side lot lines. Overhang of the walls and roofs of buildings shall be permitted so long as such overhang does not extend out more than two (2) feet from the slab or foundation. All improvements shall be constructed to front on the street on which site faces, with provision that each corner site may face on any street on which it has frontage, and the garage may also face on any street on which the lot has frontage.

(d) No residential structure shall be erected or placed on any building plot having an area of less than seven thousand, five hundred (7,500) square feet or a width of less than seventy-five (75) feet at the front building set back line.

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

(f) No basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No mobile home, trailer camper or similar vehicle shall be used as a temporary or permanent residence.

(g) No permanent residential structure shall be placed on any lot unless its living area has a minimum of one thousand (1,000) square feet of floor area exclusive of porches and garage.

(h) The exterior walls of all residences, garages and outbuildings shall be at least fifty-one per cent (51%) brick, brick veneer, stone, stone veneer, rough cedar, or redwood, and all roofs shall be of the wood-shingle or composition-shingle type; provided, however, the Architectural Control Committee may approve variations from such construction requirements in specific cases.

(i) There is hereby specifically reserved to Neal Development Corp., its successors and assigns, and all lot sales shall be subject to a right of way easement upon, across, through, over and under all lands designated on the Plat as easements or as dedicated to public use. The right is hereby reserved at all times to use any of such lands for laying, placing, erecting, constructing, maintaining, repairing, altering, removing, replacing, and operating any and all kinds of pipe, lines, wire, cables, poles, towers, and any other equipment and structures necessary or incidental to the furnishing, supplying, transporting, and transmitting of water, sewage, gas and electric power and all types of communications including, but not limited to telephones, television and radios, whether or not such services qualify as public utilities. In addition, but not by way of limitation, Neal Development Corp. and the Pine Valley Utility Co., their successors, assigns and designates shall have the right to drill water well or wells on such easements and to operate and maintain water and sewage systems to serve this subdivision and any other subdivision served by said company, and to build or plant walls or screens to shelter necessary equipment or structures from the view of the public streets or adjoining lots.

(j) No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lot in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, buildings or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

(k) No sign of any kind shall be displayed to the public view except one sign of not more than five (5) square feet, advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(l) No water well, cistern, or storage tank, either above or below the ground, shall be drilled, dug, placed, or erected in, under, or on any lot. Provided, however, that Neal Development Company or its successors and assigns or designate may drill a water well or wells on any lot or lots or any easement or road right of way it sees fit so long as some or all of the water produced is furnished to lot owners. Nor shall any owner purchase water for any purpose from wells situated outside the subdivision except those owned by Pine Valley Utility Company, its successors and assigns.

(m) No outside privies or toilets will be permitted. Without exception, all houses shall be connected to a central sewage disposal system as it becomes available. All septic tank systems will be required to have at least a single septic tank, 250 gallon capacity, a separate 75 gallon grease trap, and at least 150 feet of field line. A detailed layout for each septic tank system must be presented to the Architectural Control Committee and approved by same in writing. The system must further be inspected physically and approved by a member of the Architectural Control Committee or a duly appointed representative, before the system is covered up.

(n) Lots or fractions of lots may be combined to form a single lot, or existing lots may be divided into two (2) or more new lots, just as if originally platted as such on the Plat; provided, that after combination or division, all resulting lots shall have at least seven thousand, five hundred (7,500) square feet of area, and all lots shall be at least seventy-five (75) feet wide at the front building line set-back, and shall have at least seventy-five (75) feet frontage on a public street. Side and rear lot lines, and front building set-back lines for lots created by division or reformation shall be the same as if originally platted as such on the Plat. However, no lot or lot line shall be changed, altered, divided, or reformed without the approval in writing of the Architectural Control Committee which shall have the right to disapprove any such change which, in their opinion, would not be in keeping with the arrangement of the remainder of the subdivision. Use of any lot or portion of any lot for a public street, for a public alley, or for an access easement to property outside the subdivision is strictly forbidden except by the written agreement of the Architectural Control Committee.

(o) No fence shall be constructed of woven wire or barbed wire and no fence shall be constructed forward of the front building line and on corner lots fences shall not be forward of the side building line.

- Pg. 5 -

EXECUTED this 11th day of ~~September~~ ^{October}, 1971.

NEAL DEVELOPMENT CORP.

By [Signature]
C. E. Neal, Sr., President

ATTEST:

[Signature]
Secretary

THE STATE OF TEXAS ()
COUNTY OF FREESTONE ()

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. E. NEAL, SR., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said NEAL DEVELOPMENT CORP. 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 11th day of ~~September~~ ^{October},

A. D. 1971.



[Signature]
Notary Public in and for Freestone County,
Texas.

- Pg. 6 -

Filed for Record October 13 1971, at 8⁰⁰ o'clock A. M.
Recorded October 20 1971, at 8⁴⁵ o'clock A. M.
HENRY MCCORMICK, County Clerk
By [Signature] Deputy, Freestone County, Texas