

RESTRICTIONS

ON 2.018 ACRES OF LAND OUT OF ABSTRACT 13, THE PETER GALLOWAY SURVEY, SAN AUGUSTINE COUNTY, TEXAS, AND BEING A PART OF THAT 2.678 ACRE TRACT DESCRIBED IN AN "EASMENT AGREEMENT FOR ACCESS" FROM MINNIE MAE MIXON TO MICHAEL P. THOMAS, ET UX, DATED JANUARY 19, 2006 AND RECORDED IN THE DEED RECORDS OF SAN AUGUSTINE COUNTY, TEXAS, SAID 2.018 ACRES BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED 2.678 ACRE TRACT IN THE CORPS OF ENGINEERS FEE TAKING LINE AROUND SAN RAYBURN RESERVOIR, A CONCRETE MONUMENT FOUND FOR CORNER;

THENCE NORTH 01° 23' 30" WEST, WITH THE WEST LINE OF THE SAID 2.678 ACRE TRACT, 234.34 FEET TO THE SOUTHWEST CORNER OF A 0.664 ACRE TRACT SURVEYED THIS DAY OUT OF SAME AND IN A 30 FOOT WIDE ACCESS EASEMENT TO COUNTY ROAD 4740, AN IRON STAKE CAPPED "MCS 2047" SET FOR CORNER;

THENCE SOUTH 85° 50' 07" EAST, SEVERING THE SAID 2.678 ACRE TRACT, 383.69 FEET TO THE SOUTHEAST CORNER OF THE SAID 0.664 ACRE TRACT IN THE SAID FEE TAKING LINE, AN IRON STAKE CAPPED "MCS 2047" SET FOR CORNER;

THENCE SOUTHERLY, WITH THE EAST LINE OF THE SAID 2.678 ACRE TRACT AND THE SAID FEE TAKING LINE AS FOLLOWS:

(1). SOUTH 13° 11' 46" EAST, 127.12 FEET, AN IRON STAKE CAPPED "MCS 2047" SET FOR CORNER;

(2). SOUTH 15° 13' 16" WEST, 52.04 FEET TO THE MOST EASTERLY SOUTHEAST CORNER OF THE SAID 2.678 ACRE TRACT, AN IRON STAKE CAPPED "MCS 2047" SET FOR CORNER;

THENCE SOUTH 69° 27' 56" WEST, THE SOUTHEAST LINE OF THE SAID 2.678 ACRE TRACT AND THE SAID FEE TAKING LINE, 125.54 FEET TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAME, AN IRON STAKE CAPPED "MCS 2947" SET FOR CORNER;

THENCE WESTERLY, WITH THE SOUTH LINE OF THE SAID 2.678 ACRE TRACT AND THE SAID FEE TAKING LINE, AS FOLLOWS:

(1). North 88° 55' 15" WEST, 64.66 FEET, AN IRON STAKE CAPPED "MCS 2047" SET FOR CORNER;

(2). NORTH 88° 58' 33" WEST, 70.11 FEET, AN IRON STAKE CAPPED "MCS 2047" SET FOR CORNER;

(3). NORTH 86° 16' 05" WEST, 140.33 FEET TO THE PLACE OF BEGINNING CONTAINING 2.018 ACRES OF LAND.

I.

Lot shall be known and described as for residential purposes only. Only one single family residence may be erected on lot.

II.

Residence shall be a newly constructed residence and no old, used, existing building or structure, of any kind shall be moved onto or used as a residence on the lot; nor shall any garage, garage apartment, mobile home, modular home or other temporary building or structure be erected or placed on lot to be used as a residence.

III.

No fence, building, or structure of any kind, including installing shrubbery, plantings or any other obstacle or impediment shall be permitted to extend past the "Obstruction Line" as noted on plat of survey dated January 27, 2023.

IV.

No building shall be located nearer then (15) feet to the lot boundary lines. For the purposes of this Restriction, eaves, and open porches shall be considered a part of a building.

V.

No livestock of any kind shall be kept or maintained on the said property or any portion thereof, nor shall any chickenyard be maintained thereon. There shall not be erected on any of the property herein any stable, barn, or the structure for housing livestock.

VI.

No noxious or offensive trade or activity shall be carried on, upon the lot, nor shall any activity be conducted thereon which may be or become an annoyance or a nuisance to the neighboring residents. No manufacturing or commercial enterprise, or enterprise of any kind for profit shall be maintained upon, in front of, or in connection with the lot, nor shall the lot in any way be used for other than strictly residential purposes.

VII.

No sign of any kind shall be displayed to the public view on the lot except one professional sign of not more than one square foot, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction of a residence thereon.

VIII.

No outside toilets shall be installed or maintained and all plumbing shall be connected with a septic tank and an adequate drain field, constructed and installed in a manner as good as would be required to comply with the health regulations of the State and County, and any other governmental authority having jurisdiction.

IX.

Owner, or it's assigns, shall not permit any noxious weeds, grass, or deleterious, unhealthy or noxious growths more than 12 inches in height to grow, stand or accumulate on any portion of the lot.

X.

This property shall only be used for residential purposes and any home/residence built on the property must be constructed on a concrete slab foundation with a minimum of 1600 square feet of living space. No other type of foundation or structure shall be permitted on the property.

XI.

Any violations of any of the restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee, or grantor, under any such mortgage or deed of trust, outstanding, against the said property at the time of the agreements or restrictions, shall have been violated.

XII.

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring the property in San Augustine County, Texas whether by Descent, devise, purchase or otherwise, any person by the acceptance of title to said Lot shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants; These restrictions shall and are to run with the land and shall be binding in perpetuity from the date hereof unless said restrictions are changed or amended by David and/or Anne Orsak, their heirs or assigns.

XIII.

If the owner of said lot, or any other person, shall violate any of the restrictions, it shall be lawful and proper for any other person or persons to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such restriction to prevent him or them from so doing or to recover damages or other dues for such violation.

XIV.

Each and all of said restrictions and agreements shall be deemed and construed to be continuing and it is expressly agreed and understood that no waiver of any breach of any of the restrictions and conditions herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, agreements, restrictions and conditions, nor shall failure to enforce any one of said restrictions, either by forfeiture, or otherwise, be construed as a waiver of any other restriction or condition.

XV.

Invalidation of any one or more of these restrictions by a Judgement of any Court shall in no wise affect any of the other restrictions herein contained, which shall remain in full force and effect.

This to be included in purchase of aforementioned lot and recorded in the County courthouse with the transfer of Deed.