

THE STATE OF TEXAS,  
COUNTY OF HOUSTON

1 2768  
I  
I

WHEREAS, R. C. Overstreet, C. N. Sullivan, and J. M. Lloyd are the owners of Linwood Estates Addition, Part Two, a subdivision on the shores of Houston County Lake, shown by a plat thereof recorded in Volume 1, page 137 of the Plat Records of Houston County, Texas, do hereby impress all of the property included in said Part Two of said subdivision and shown by said plat, regardless of whether divided into lots or not, (except Lots 29 and 30 which are to be used for a marina) with the following restrictions, covenants running with the land.

These covenants and restrictions shall be taken and deemed as covenants to run with the land and shall be binding on said owners and all persons claiming title under us, or residing in said subdivision, or owning land in said subdivision by any means, until the 1st. day of September, A. D. 1989 at which time same shall be automatically extended for successive periods of ten years each, unless and until by duly recorded instrument signed by a majority of the owners of said lots, it is agreed to change or abolish said covenants, restrictions and conditions.

If anyone shall violate or attempt to violate the said covenants, conditions or restrictions contained herein, it shall be lawful for any person or persons owning any of the real property in said subdivision to prosecute any proceedings at law or in equity for prevention of the violation and/or for damages occasioned by said violation.

Invalidation of a portion hereof will not affect the other provisions.

(a) No lot shall be used except for residential purposes. No lot shall ever be used or occupied for trade or business, of any kind whatsoever, either directly or indirectly.

Examples of this are as follows (but the restriction is not limited thereto): advertising, signs, storage or warehouse facilities, parking area for commercial vehicles, beauty shops, real estate offices, workshops, boat sales, bait or fishing tackle sales, groceries, boat repair, gasoline, and no public access way to the water.

Trade or business shall, in the above connection, be defined in the broadest and most inclusive terms possible. No structure, including house trailer, shall be erected, altered, placed or permitted to remain on any lot, other than one detached, single family dwelling, not to exceed two stories in height, and a private garage, either attached to or detached from the dwelling, for not more than two cars, and one detached recreation room, storage room or extra garage, of the same materials, quality, and architectural style as the main dwelling.

(b) No building or outbuilding, or any structure, shall be erected, placed or altered on any building plot in the land above described until the building plans, specifications, and plot plan showing the external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, have the approval of R. C. Overstreet, C. N. Sullivan, and J. N. Lloyd, or of a representative appointed by any of them. The duties and powers of the above named individuals and their designated representatives shall cease on and after twenty years from date. Thereafter, the approval described in this covenant shall not be required unless, prior to such date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots covered hereby and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

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

(d) Outside toilets are strictly prohibited.

(e) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not

kept, bred, or maintained for any commercial purpose.

(f) Bridges constructed over property line ditches shall be of concrete pipe and of a size not less than 18 inches, or of a greater size, should ditches be of a depth to require same in order that drainage will not be retarded.

(g) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waster shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

All rules and regulations of Houston County Water Control And Improvement District No. 1 are made a part of these restrictions as though typed in this space.

EXECUTED This 30th. day of October, A. D. 1967.

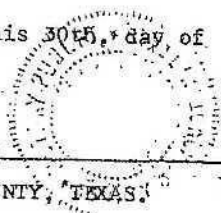
*R. C. Overstreet*  
R. C. OVERSTREET  
*C. N. Sullivan*  
C. N. SULLIVAN  
*J. M. Lloyd*  
J. M. LLOYD

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BEFORE ME, the undersigned authority, on this day personally appeared R. C. Overstreet, C. N. Sullivan, and J. M. Lloyd, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 30th day of October, A. D. 1967.

*Bena Parker*  
NOTARY PUBLIC, HOUSTON COUNTY, TEXAS



Filed for Record on the 30 day of October A.D. 1967, at 4:00 clock P.M.  
Duly Recorded this the 31 day of October A.D. 1967, at 11:00 clock A.M.  
Instrument No. 2768

ROY JULIAN, County Clerk  
Houston County, Texas

*Nora Jasso*