

9760

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF SMITH)

That we, JACK METCALF and wife, WILLIE METCALF, being the owners of the following described property: All that certain lot, tract or parcel of land, part of the Pedro Elias Bean Survey, Abstract No. 2, Smith County, Texas, part of that certain 106.94 acre tract conveyed to Jack Metcalf by Mattie Davis, April 18, 1940, and recorded in Vol. 409, page 154 of the Deed Records of Smith County, Texas, from which we are selling lake lots do hereby impress said property with the following restricted covenants and conditions for the purpose of providing a uniform building program upon said property and to insure the present and future owners that said subdivision will be developed into a desirable addition.

I

All lots shall be known and used exclusively for residential purposes.

II

No lot shall be re-subdivided, and no lot shall be used or maintained as a dumping ground for garbage or other refuse. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and no noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

III

No more than one single family dwelling not to exceed two stories, shall be erected, placed, or permitted to remain on any residential lot, and no trailer, bus, immobilized motor vehicle, tent, barn, stable, poultry house, or other like structures or of like character shall be permitted to be on the tract. However, camping trailers, mobile homes, and vehicles of like character may be placed on this tract for not more than sixty (60) days in any calendar year. No old house may be moved onto this tract unless a new exterior including roof is provided.

IV

No residence shall be located on any lot nearer than twenty-five (25) feet to the front lot line nor nearer than six (6) feet to the side or back lot line of any line, and no out buildings shall be constructed nearer than forty (40) feet to the front lot line nor nearer than six (6) feet to the side or back lot line. In the event of common ownership of more than one lot in the construction of one building on more than one lot, the combined area shall be considered as one lot for these purposes.

V

No residence of less than seven hundred (700) square feet of living area, excluding porch area and garage, shall be erected or constructed on any lot. Exterior finish shall be twenty-five (25%) per cent masonry or better.

VI

No outdoor toilets shall be erected, placed, or permitted to remain on any lot. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements for such systems as recommended by the State Health Department.

VII

No sign shall be erected, or placed or permitted to remain on any residential lot, except, a standard real estate For Sale sign not to exceed sixteen (16) inches by twenty-four (24) inches, may be erected.

VIII

No animals except household pets shall be kept or maintained on any lot.

IX

The owner of each lot shall keep the same clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this JACK METCALF or his successors or assigns may have the lot cleaned and the cost or expense thereof shall be payable by owner of said lot to JACK METCALF or his successors or assigns.

X

These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended, or revoked in whole or in part, except, however, they may be changed, altered, amended, or revoked in whole or in part by petition of the owners of at least sixty (60%) per cent of the residential lots.

XI

Enforcement of these covenants shall be a proceeding at law or in equity against any person or persons, violating or attempting to violate the covenant, either to restrain the violation or to recover damages from the violations.

XII

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

XIII

The Sellers retain an easement five (5) feet by five (5) feet square along the perimeter of the lot to be used for purposes of utilities. Exact location will be decided by the utility company.

EXECUTED THIS 28th day of August, 1969.

Jack Metcalf

JACK METCALF

Willie Metcalf

WILLIE METCALF

FILED AT 3:28 O'CLOCK P.M. ON THE 28 DAY OF Aug 1969
 RECORDED AT 9:20 O'CLOCK A.M. ON THE 3 DAY OF Sept 1969
 ERNEST CHRISTIAN, COUNTY CLERK, BY Ernest Christian DEPUTY

9760	JACK METCALF and wife,	WILLIE METCALF Hand ERNEST CHRISTIAN COUNTY CLERK FILED AUG 28 3 28 PM '69 SMITH COUNTY TEXAS	COUNTY OF SMITH	3.50	STATE OF TEXAS	<i>Ketz</i> COATS AND CRAIG ATTORNEYS AT LAW 118 EAST ERMING STREET TYLER, TEXAS 75701
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NOTARY PUBLIC, SMITH COUNTY, TEXAS



Of August, 1969. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JACK METCALF and wife, WILLIE METCALF, known 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.

THE STATE OF TEXAS)
) COUNTY OF SMITH)