

RESTRICTIONS OF BENDON FORSE ADDITION

No building shall be erected on any residential building plot nearer than 30' from any lot line adjoining a street or roadway, nor nearer than 15' to any side property line. The side line restrictions shall not apply to a garage or carport located on the rear one-quarter of a lot except that on corner lots no structures will be permitted nearer than 30' to the side street line provided further that, with respect to the front lot line distance restriction, eaves and steps shall not be considered as a part of the building.

II.

No numbered lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage. No building shall be erected except on a slab foundation or on a properly constructed chainwall foundation. No manufactured home shall be placed on any lot.

III.

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 not to exceed two in number, may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

IV.

No trailer, tent, shack, garage, barn or other outbuilding erected in the said addition 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.

V.

No fence shall be placed or permitted to remain on the herein described property within the area formed between the easement property line and the front of the residence dwelling erected thereon.

VI.

No vehicles of any kind or type, including but not limited to cars, pickup trucks, or boats, shall be permitted to remain or be parked on the front of the herein described property, including the easement, except in connection with the construction of improvements

VII.

No residence dwelling shall be erected or placed on any lot, the square feet area of which dwelling, exclusive of open porches and garages, shall be at least 1000 square feet. The exterior front of such residence dwelling must be constructed of brick, or if not of brick, then of a material and design acceptable to Grantor herein.

VIII.

No fence shall be erected across the rear of the herein described property except those that are at least 6 feet in height and are constructed of redwood or cedar boards.

IX.

No lot, either improved or unimproved shall be allowed to grow up in weeds, brush or vines or to become unattractive due to lack of care, and any lot owner failing to periodically cut and remove the weeds, brush and vines from his lot or to keep the same clean and attractive shall be subject to having the same done by any other lot owner in the addition at the expense of the defaulting owner.

X.

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

XI.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be placed and maintained only in the area formed between the rear of the residence dwelling and the back property line.

XII.

A perpetual easement is herein reserved over and across the said property as same is described on the attached Exhibit "A" which easement shall be used for the purposes of ingress and egress. No portion of the 0.500 acre tract of land as herein described shall be used for a road or roadway or easement purposes to any tract of land which may or may not be contiguous.

XIII

There will be no exterior antennas attached to any residence dwelling or garage erected on the herein described property, except for such antennas specifically designed for television reception. No exterior CD antenna of any type will be permitted to be erected, attached or affixed to the herein described property.

XIV.

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 any annoyance to the neighborhood.

XV.

No spirituous, vinous, or malt liquors, or medicated bitters, capable of producing intoxication, shall be sold or offered for sale, on any residential site in this addition, nor shall said site 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, building or fire code, regulation or instruction relating to or affecting the use of occupancy or possession of said sites.

XVI.

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XVII.

Any violations of any of the covenants, agreements, reservations, easements, and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgages, trustee, or grantor, under any mortgage, or Deed of Trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations, or covenants may be violated.

The present owners, DTF CORPORATION, acting by DON T. FORSE, President and BENNIE FORSE, Officer, do by the execution of this instrument, join in the above reservations, restrictions, easements, and covenants, and agree that the dedication of said property by the above mentioned tract and said reservations, restrictions, easements and covenants, shall continue in full force and effect and be binding upon them, their heirs, executors and assigns. The said DON T. FORSE, President and BENNIE FORSE, Officer of DTF CORP. do by execution of these covenants, agreements, reservations, easements, and restrictions subordinate their liens, if any, covering the said BENDON FORSE addition.

Executed this the 22nd day of April, 1968.