

01816

DEED RESTRICTIONS

DIDLAKE ESTATES does hereby covenant and provide that it and all persons holding title to land in the 44.79 acres out of the G. Lamb Survey, Abstract-362, known as Didlake Estates shall hold title subject to the following restrictions running with the land, which restrictions shall run in favor of and be enforceable by any person who shall hereafter own any of the land above described, to-wit:

1. All lots shall be used for Single Family Residents. No business shall be conducted on any lot, except a non- nuisance small business operation within the confines of the home. Lots #1, 42, 43, & 46 are commercial lots which a business or multi-family residents may be constructed. All other restrictions apply to these lots.
2. No residence which does not contain at least seven hundred and twenty (720) square feet of ground floor space exclusive of open porches and garage shall be placed on any lot.
3. Temporary structures will be allowed only on lots on where permanent homes are being built and may not be installed until a building permit or written permission from Didlake Estates has been obtained.
4. Any mobile home to be placed in this subdivision must meet minimum FHA specifications, and shall be skirted with an attractive material, within 6 months of purchase of lot, to enhance rather than detract from the property.
5. 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.
6. All building of frame construction shall be painted and shall be maintained in an adequate cover of paint.
7. No building or mobile home shall be located nearer to the front property line than twenty-five (25) feet or to the side property line than ten (10) feet or to the rear property line of fifteen (15) feet.
8. No outside toilets shall be installed or maintained and all plumbing shall be connected to a septic tank constructed and installed in accordance with the rules of Walker County, or other regulatory agency having jurisdiction.
9. No basement, tent, shack, garage, barn or other out building erected on any lot shall be used at any time as a residence.
10. No lot or tract shall be resubdivided without express consent of Didlake Estates.

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11. No livestock or poultry shall be kept on any lot of less than one (1) acre in area. No more than one large animal per acre may be kept on any lot. The total of any contiguous lots may be added together to determine the number of large animals allowed, said contiguous lots must be owned by one owner.

12. No swine may be kept at any time within Didlake Estates.

13. No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

14. Storage buildings or other secondary structure will be permitted only if given an aesthetic appearance to blend into the natural surroundings.

15. Each property owner is expected to maintain his home and lot in a neat and orderly manner. There is hereby delegated to Didlake Estates the right to require and lot owner to perform specified acts to insure the beautification of the subdivision. If owner does not comply by correcting deed restrictions violations, then Didlake Estates has the right to maintain the property in a neat and orderly manner and be reimbursed.

16. Hunting and shooting of firearms is strictly prohibited.

17. No improvements of any nature will be permitted to be located on any easement that has been reserved for the use and benefit of the inhabitants of the subdivision.

18. No mining operations of any nature shall be carried out within the confines of any tract or lot, except a lot or tract owner may use materials found on his tract or lot to construct roads on his tract or lot. No commercial mining of road surface materials will be permitted at any time.

19. If all or any portion of a building or other improvements be damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence to rebuild, repair or reconstruct the same in the manner which will restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs.

The invalidity, violation, abandonment, waiver of or any failure to enforce any one or more of or any part of the provisions of this document shall in no way effect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

EXECUTED as of the 21 st day of March , 1986

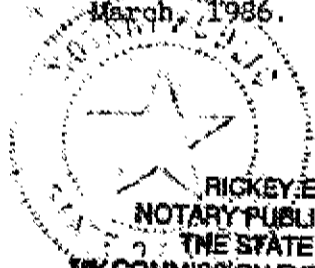
DIDLAKE ESTATES

Ronnie Christian, Trustee

Ronnie Christian, Trustee

BEFORE ME, the undersigned authority on this day personally appeared RONNIE CHRISTIAN, Trustee for Didlake Estates, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they are executed for the purpose and consideration therein expressed.

Given under my hand and seal of office this 21st day of March, 1986.



RICKEY E. HANNA
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMMISSION EXPIRES 6/27/87

Rickey E. Hanna

Rickey E. Hanna
Notary Public
State of Texas

FILED & RECORD
JAMES PRYTON
COUNTY CLERK

'86 MAR 21 PM 1 41

WALKER COUNTY, TEXAS
BY *James Pryton*
DEPUTY

NOTICE OF SALE
I, James Pryton, County Clerk for Walker County, Texas, hereby certify that the following is a true and correct copy of the original record as the same now appears in the public records of the County of Walker, Texas.



JAMES B. PRYTON, CLERK
WALKER COUNTY, TEXAS