

\$ 7.50

28651

S. MC DONALD CORPORATION

DEED

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BUILDING RESTRICTIONS

DATED: April 8, 1976

To

THE PUBLIC

THE STATE OF TEXAS

COUNTY OF MATAGORDA

RESTRIICTIVE COVENANTS

S. Mc Donald Corporation owner of Mc Donald Meadows Subdivision an addition to the City of Bay City, Matagorda County, Texas joined by Van Vleck Lumber And Supply, Inc. owner of Lot 11, 12, 13, 14, of Block 4 Section 2; also Lot 32 Block 3 and Lot 2 Block Six of section Two being a portion of Mc Donald Meadows, Section Two (2) according to the amended plat thereof recorded in Vol. 7 at Page 32 of the Plat Records of Matagorda County, Texas. The following said declarations shall constitute covenants running with said lots as provided by law and shall be binding on us and all parties and persons claiming under us and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified; and if the parties hereto or any of them, or their heirs or assigns, should violate or attempt to violate any of the covenants in this instrument contained, it shall be lawful for any other persons owning any lot or lots in said subdivision to take whatever court proceedings may be appropriate under the circumstances then existing to compel the full and complete observance of each and all limitations, restrictions and covenants, or any of them.

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT

1.

No building shall be erected, altered, placed on or permitted to remain on any lot other than one family dwelling and an attached or detached garage or carport, for use in conjunction with a residence, and said property shall be used for residential purposes only.

2.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

(1) The architectural control committee is composed of Sims Mc Donald, Eula S. McDonald, and Lamar Meadows. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

(2) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove the same within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3.

No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently. In addition no trailer or any other wheel vehicle of any nature used as camping or

mobile home whether self propelled or not will be permitted on any lot except a reasonable time load and unload. In all cases 72 hours time for loading and unloading will be the maximum time allowed for same. No trailer, camper whether self propelled or not will be permitted on streets that create safety and traffic problems, said vehicles will park even with the front of houses on corner lots on street. All automobiles and trucks will be parked on owners driveway when ever their is room as much as possible for safety of children. None will be permitted to park on corners of streets beyond the front of the house building lines.

4.

No existing house or structure shall be moved on any lot nor shall any dwelling be erected with second-hand and/or used material.

5.

No dwelling house or residence shall be built on any lot without having a solid beam foundation or solid slab foundation across the entire front of said dwelling house or residence. Where pier and beam foundations are used a solid beam shall be poured on front and sides, rear to be open with minimum of 12" crawl space.

6.

No building or porch of any building shall, or will at any time hereafter, be erected on any lot in said subdivision, which is less than thirty (30) feet from the front lot line of said lot nor shall the front of any residence or attached appurtenance be beyond thirty-five (35) feet from the front lot line except where the shape of the lots would make it more desirable to locate building lines differently due to radius and lot shape size.

7.

No dwelling house or residence or any part thereof, including an attached garage to such dwelling house or residence, shall or will at any time hereafter be erected less than ten (10) feet from the sideline of the lot on the bedroom side of the house or less than eight (8) feet from the sideline of said lot to an attached garage. In the event the individual owns one or more, or a portion of, contiguous lots, he may consider such lots or portions of lots as one lot in complying with the terms of this paragraph.

8.

No dwelling house or residence shall, or will at any time

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hereafter, be erected with less than one thousand one hundred fifty (1150) square feet of ground floor area, exclusive of porches, attached garage or open breeze-ways. In the event a dwelling or residence consists of more than one story, the first story must comply with this 1,150 square foot floor area provision.

9.

No building, structure, or roof which is constructed of corrugated iron, tin or other sheet metal, or any composition brick siding or any other type of imitation building material, shall, or will at any time hereafter, be erected or placed on any lot in said subdivision, and all siding used in the construction of said dwelling houses or residences must be new.

10.

No building or structure which is prefabricated shall or will at any time hereafter be erected or placed on any lot in said subdivision.

11.

No barns, shacks, sheds, pen, or outhouses or privies shall or will at any time hereafter be erected or placed on any lot in said subdivision.

12.

A one story living quarters or garage apartment may be erected and constructed on said premises for the purpose of housing employees used in connection with a residence, or for guest purposes but not for rental purposes.

13.

In addition to any other inspections provided for herein or that may be required by any lender or other interested party it is expressly provided that the Architectural Control Committee or its designated representative shall make three (3) inspections during the course of construction of each set of improvements as follows: 1. Foundation; 2 after roughing in before cover up; 3 on completion for the purpose of determining whether the approval plans and specifications have been fully complied with. To promote good building practices F.H.A minimum building property requirements may be used as guideline in determining whether or not plans and specifications have been fully met.

All plumbing and wiring installed in each residence must conform to all requirements set forth by the ordinances of the City of Bay City, Texas or by any other Governmental body or agency having jurisdiction thereof; except E.P.A. & O.S.H.A.

15.

No tractor or farming equipment, and no cows, horses, sheep, goats, hogs, chicken, ducks or any other animals or fowls except household pets, shall be kept or permitted on any lot in said subdivision, and in no event shall any person keep household pets inside or outside for commercial purposes. In the event one or more dog is owned or more than one dog is owned at one household said owner must fence backyard to keep dogs in.

16.

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

17.

No business, occupation, or trade of any kind, type or character shall or will at any time hereafter be conducted from the residence or any other structure on any lot or portion of lot in said subdivision.

18.

All rubbish, trash, garbage and waste shall be kept in sanitary containers. All incinerators and equipment for storage or disposal of such rubbish, trash, garbage and waste shall at all times be kept in a neat, clean and orderly manner; and on all days except on those days designated by the City of Bay City as garbage pick up days in said subdivision, no garbage containers shall be permitted on the front of any lot or on the side of any corner lot.

19.

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map or plat of said subdivision and where they have been installed as of this date.

20.

Exclusive of doors and windows, the overall surface of the outside area of any residence erected on any lot in said subdivision shall be covered with a minimum of fifty (50%) brick, stone or similar building material up to the plate line of any building. This percentage may be modified by the developer if the situation warrants it.

21.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

22.

No materials, goods, products, equipment or apparatus deemed extra hazardous shall be permitted in, on, or about said premises or any part thereof, except as may be usual and customary during construction or repair of improvements thereon.

23.

No noxious or offensive practices shall be carried out on any plot or premises in said land, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

24.

It is expressly stipulated that in the event of any limitations, restrictions or covenants here in contained, or any portion of them are judicially held to be invalid or void, such invalidity shall in no way effect any other covenant, limitation, or restriction.

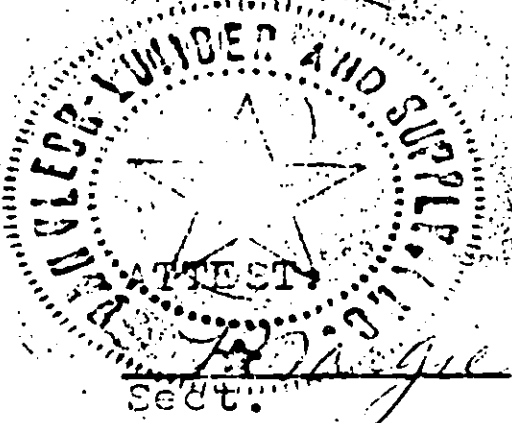
EXECUTED this 9th day of April, A.D. 1976

S. MCDONALD CORPORATION

By Sims McDonald
President

VAN VLECK LUMBER & SUPPLY INC

By Sims McDonald
President



W. Eugene Sanford
Sect.

THE STATE OF TEXAS
COUNTY OF MATAGORDA

Before me, the undersigned authority, on this day personally appeared Sims McDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of S. McDonald Corporation, of Bay City, Matagorda County, Texas as President thereof, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of April, A. D. 1976.

Essie Richers
Notary Public in and for
Matagorda County, Texas

THE STATE OF TEXAS
COUNTY OF MATAGORDA

BEFORE ME, the undersigned authority, on this day personally appeared Sims McDonald, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Van Vleck Lumber & Supply, Inc. of Van Vleck, Matagorda County, Texas, and as President thereof, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of April, A. D. 1976.

FILED FOR RECORD Essie Richers
Notary Public in and for
Matagorda County, Texas
AT 3:30 O'CLOCK P M

APR 9 - 1976

HILMA S. HUITT
Clerk County Court, Matagorda Co., Tex.
BY Hilma S. Huitt DEPUTY

