

MR. ROGER L. BALLARD  
3/22/64

66.190 ACRES

ALL  
POND

TRANSMISSION  
POWERLINE

450' ±

TOWER

5 1/2 ac.

SET 1/2" I.R.

630.00

N45°02'45" W

SET 1/2" I.R.

691.43

3.175 ac.

SET 1/2" I.R.  
AT 27.07

S44°24'27" W

**SOLD**

10.000 ACRES

**SOLD**

FOUND 1/2" I.R.  
AT 25.00

691.43

S44°24'27" W

CAPT. J. WOOD 2' 47"  
1.652 AC.

508.24' ±  
N45°02'45" W

200'

630.00

1138.24'

BEGIN 66.190 AC.

BEGIN 10.000

COUNTY ROAD NO. 346

WEAVER SURVEY  
A - 604

**COUNTY ROAD 346 – TERRELL, TX 75160**  
**3.175 AC. RESTRICTED BUILDING LOT**  
**9/09**

1. The property shall be known and described as a residential building lot. No structure shall be erected, altered, placed or permitted to remain on any building lot other than one detached single- family dwelling, not to exceed two (2) stories in height, a private garage for not more than three (3) cars, guesthouse and other out-buildings incidental to residential use of the premises. Only one (1) residential structure per lot shall be permitted. No single-wide or double-wide manufactured homes allowed.
2. The residential dwelling shall contain no less that 1,400 square feet of floor space, exclusive of porches, carports and attached garages and be of at least 70% masonry construction. All buildings must be completed on the exterior within 160 days from beginning and painted with two coats of outside paint (except masonry) within sixty- (60) days from completion of exterior. All construction shall set back a minimum of seventy-five feet (75') from the front property line and a minimum of twenty -five feet (25') from any interior property line. All out buildings must be painted unless of masonry construction. No buildings shall be moved upon this property.
3. No shacks, tents, prefabricated or modular homes, mobile homes or other temporary structures shall be permitted on this property or anything that might constitute a public nuisance.
4. Each habitable structure on the premises shall be equipped with sanitary plumbing and toilet facilities connected to any approved septic system of sufficient size and capacity to meet all tests of the State, and also to be in accordance with reasonable sizes and construction with regard to the amount of effluence handled by said system.
5. No lot shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage, abandoned vehicles or other waste material and all incinerators and/or other equipment for the storage or disposal of such material shall be maintained in a clean and sanitary condition.
6. No sign of any kind shall be displayed to the public view on a lot except one professional sign of not more than five (5) square feet, advertising the property for sale or signs used by a builder to advertise the property during the construction and sale period.
7. No noxious or offensive activities shall be carried on upon any tract or shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.
8. The lot must be kept mowed and clear of trash and debris.

9. There shall be no keeping of hogs, no commercial kennels or poultry operations, and no commercial stables, although homeowners may keep stables in conjunction with their property, if the same are maintained in a clean, orderly and sanitary manner and are built in such a manner as not to be unsightly and which might detract from the general appearance and attractiveness of the surrounding property. The livestock, which is not excluded by the above, may be kept at the count of one head of livestock per acre owned by the landowner.

10. Any dogs owned or kept by owner and guests or invitees shall be kept fenced or on a leash at all times.

11. Owner and guests or invitees are prohibited from discharging any firearms from anywhere on the premises.

12. Rights to Able Springs Water Corporation membership and the ownership of the water tap must be held in the name of the owner of the tract where such tap must be kept on said lot, until Grantor is paid in full for the land granted to the owner of the tap. However, Grantee would be responsible for monthly fees, dues and assessments by the Able Springs Water Supply Corporation.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, they shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority of the then owners of the tracts have been recorded, agreeing to change said covenants, in whole or in part.

14. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

15. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect. The violation of any of the restrictions or provision hereof shall not affect the rights of any lien holder with a bona fide mortgage on any of said lots.

WITNESS *OUR* HANDS this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
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