

PROPERTY RESTRICTIONS AND PROTECTIVE COVENANTS

1. No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
2. No junk or wrecking yard shall be located or permitted on any tract.
3. No tract shall be used or maintained as a dumping ground for rubbish.
4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any tract, except that cats, dogs, horses, or other pets (other than hogs,) may be kept but not for commercial purposes.
5. Shooting of firearms or hunting of any kind is prohibited on any tract or road.
6. All lots are restricted to use for single family residential purposes only and no building shall be erected or maintained on any lot in said Subdivision other than a private residence, a private storage building and a private garage for the sole use of the owner or occupant.
7. No part of an existing building or structure shall be moved onto, placed on, or permitted to remain on any lot. All construction must be of new material, except stone, brick, inside structural material, or other material used for antique decorative effect.
8. No building exceeding two stories in height shall be erected on any lot. Each residential building, shall have a minimum floor area of 620 square feet, exclusive of porches, stoops, open or closed carports, patios or garages.
9. Fences shall be permitted to extend to the rear and front lot lines and, but without impairment of the easements reserved and granted in these restrictions.
10. Mobile Home May Be Installed Provided:
 - (a) That the mobile home be of late model, at least 10 feet in width, contain at least 400 square feet of area, in good repair and of attractive design and appearance, and underpinned and skirted within (60) days.
 - (b) That any mobile home not built by a commercial mobile home manufacturer be of design appearance and quality comparable to those built by commercial manufactures; otherwise no mobile home shall be placed on any lot.
11. Water service must be connected and an approved septic tank must be installed for each mobile home, each residence of and all sanitary plumbing and facilities must conform to the requirements of the health department of the county, the State of Texas and of the Texas Water Quality Board prior to occupancy.
12. Camping on lots shall be limited to:
 - (a) Use of campers, camping trailers, tents or other camping shelters which shall be of good repair, no such camping shelter shall be placed on any lot for more than 14 days of any 30 day period and all campers, including tents, if they are to be left unattended on any lot for more than 48 hours must be collapsed to their road travel position.
 - (b) Use of mobile homes meeting the requirements (other than underpinning and connection to water lines and septic tanks) for mobile homes to be placed on lots, and such mobile home shall remain on lots only so long as camping use or occupancy does not occur in more than 14 days in any 30 day periods. Lots shall be kept free of litter, rubbish, trash or other debris, and no unsanitary condition shall be allowed to exist on any lot.
13. No outside toilet or privy shall be erected or maintained in the Subdivision. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of the County and the State of Texas.
14. No septic tank or lateral line will be placed within (10) feet of any water line installed in any utility easement.
15. Any building, structure or improvement, commenced upon any lot shall be completed as to exterior finish and appearance, within six (6) months from the commencement date.
16. No lot shall be further subdivided except that fractions of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single building site and if all other provisions of these subdivision restrictions are complied with.
17. If the owner of any lot in said Subdivision, or any other person, shall violate any of the covenants herein, it shall be lawful for the above described Chalk Bluff Estates or any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant and either to prevent him or them from so doing or to recover damages or other due for such violation, or both.
18. Invalidation of any one (1) or more of these covenants, and restrictions by judgement of any Court shall in no wise affect any of the other covenants, restrictions, and provisions herein contained which shall remain in full force and effect.

156622.96
 FILED FOR RECORD
 This 23 day of Sep AD 1996
 at 1246 oclock P. M.
 LUCILLE C. HUTCHINSON
 County Clerk
 By Viola Spacia