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RESTRICTIONS
CHEROKEE COVE SUBDIVISION

THE STATE OF TEXAS
COUNTY OF SMITH

I I I
KNOW ALL MEN BY THESE PRESENTS:

THAT WE ESCENDERO INC, a Texas Corporation, and GORDON NEILSON, of Lots 1-21 and-Lots 31-44 of Cherokee Cove Subdivision, a suburban addition in the Jackson Smith Survey, Abstract No. 874, Smith County, Texas, a plat of which subdivision is recorded in Volume 6, Page 112 of the Plat Records of Smith County, Texas, do hereby adopt the following restrictive covenants to apply to each lot in said subdivision, to-wit:

1. All lots in said subdivision shall be used exclusively for recreational and residential purposes.
2. No lot shall be further subdivided except on approval of the Builder's Committee created below.
3. No existing building or structure of any kind and 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 a new material except stone, brick or other materials used for antique decorative effect if such use is approved in writing by the Builder's Committee. All residences must be constructed of material approved in writing by the Builder's Committee.
4. No tar-paper type roof will be used on any structure. All buildings other than bathouses shall be completely underpinned, and no piers or pilings exposed to view.
5. Residences located on any lot in said addition shall have a minimum area of 1,300 square feet of living area, exclusive of garage, carports and open porches; provided that the Builder's Committee may, for good cause, permit a reduction of the minimum square footage requirement down to but no below 1,200 square feet. No building shall be located nearer to any side street line than ten feet or nearer to any side lot than 7-1/2 feet. All residences must be set back a minimum distance of twenty-five feet from the front street line. The Builder's Committee may, however, permit minor variances in any setback line for good cause. Lake front lots shall be limited to use permits from the Upper Neches River Municipal Water Authority covering the area between the dotted lines from the west lines of said lots to the Lake Palestine water line.
6. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes, or kept in such numbers as to be a nuisance to area property owners.
7. Any residence constructed on any lake-front lot may face either the street on which such lot fronts, or Lake Palestine. Any residence constructed on any other lot in said addition shall face the street on which it fronts. Corner lots shall be considered as fronting on the street on which they have the shortest frontage. The Builder's Committee may, however, permit residences on corner lots to face either street.
8. Septic tanks must be constructed so as to comply with the requirements of any appropriate municipal or state agency having jurisdiction over the area and so that the drainage thereof and therefrom will not be directly or indirectly onto any road, street, ditch, surface easement or other lot.
9. No fence, wall, radio or television aerial shall be built nearer to the street than the building setback line.

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BY *Little Johnson*
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10. No signs may be maintained on any lot except:

One sign, not larger than 72 square inches, setting forth the name of the owner or occupants.

One "For Rent" or "For Sale" sign not larger than 216 square inches.

11. No obnoxious or offensive activity which is an annoyance or nuisance to the neighborhood may be conducted on the property.

12. No temporary structure such as tent, shack, trailer, trailer-house, mobile home or bus body shall be kept, placed or maintained on any residential lot.

13. The owner of each lot shall keep it clean and free of weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure of the owner to perform the obligation of this paragraph, the Builder's Committee or the adjacent lot owners may, at their option, have such lot cleaned and the cost or expense thereof shall be and constitute a lien upon said lot payable by the owner of said lot to the person effecting such cleaning, such lien to be affixed by the filing in the Deed Records of Smith County, Texas, of a statement of fact as to such cleaning signed by the person effecting such cleaning and one other person entitled to effect such cleaning.

14. All buildings must be completed on the exterior (at least) within one hundred sixty (160) days from beginning of construction.

15. No outside toilets or privies or other pit-type toilet shall be used, constructed or maintained upon any lot. All sanitary regulations of the State Department of Health must be complied with in the use and enjoyment of said lots, and all water and garbage from said lots must be disposed of as provided by such regulations. Garbage on the premises shall be kept in water-tight containers of no more than thirty (30) gallon capacity with tight-fitting covers, and no cans, bottles, paper, trash or rubbish shall be placed, deposited, accumulated or thrown on the ground or in any place except a proper container as aforesaid.

16. Semi-trailer trucks shall not be permitted to park on the streets, driveways or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo, may be kept in this addition at any time.

17. A Builder's Committee is hereby created to assist in the enforcement of these restrictions. Such Committee shall consist of Frank Cowan, A. W. Osborn, and Gordon Neilson. If any member of said Committee dies or ceases to act, the remaining member or members of said Committee shall select a successor. Any action may be taken by a majority of said Committee.

18. These restrictions do not apply to the areas shown on the above-mentioned plat which are marked "Reserved."

19. These covenants are to run with the land and shall be binding on all parties claiming under them and shall not be altered, changed, amended or revoked in whole or in part.

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

21. Invalidity of any of these covenants by Judgment or Court Order shall in nowise affect any of the other provisions which shall remain in full force and effect. Further, the violation of any of the restrictions or provisions hereof shall not affect the rights of any subsequent bona-fide lienholder with a mortgage on any of the said lots.