

#7715 TMT/db 6/19/78

8149

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HENDERSON CO.DEED RESTRICTIONSTHE STATE OF TEXAS, X
COUNTY OF HENDERSON. X

KNOW ALL MEN BY THESE PRESENTS:

That THOUSAND PINES CORPORATION, a Texas corporation, being the owner of Thousand Pines Estates, a subdivision in the Mathew Golihar Survey, Henderson County, Texas, according to the plat thereof recorded in Vol. 6, Page 26, of the Plat Records of Henderson County, Texas, and according to the plat of Block 15 of said subdivision recorded for record in Cabinet C, Slot 346 of the Plat Records of Henderson County, Texas, hereby places and impresses the following restrictions on all of the lots shown on said plat above referred to, as well as all lots which may be shown on any amended plats of said subdivision which may be subsequently filed for record on any part of the hereinafter described tract of land.

SECTION I

The tract of land on which these restrictions shall apply is as follows:

Lots in the Thousand Pines Estates, in the Mathew Golihar Survey, Henderson County, Texas, being Lots 15, 16, 25, 26, 28 and 29, Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block 2; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 and 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27 in Block 3; Lots 4, 5, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 22, 23, in Block 4; Lots 1, 2, 3, 4, and 5 in Block 5; Lots 1, 9, 10, 11, 12, 13, 14, 16, and 17 in Block 6; Lots 10, 11, 13, 14, 16, 17, 18, 19, 20, 21, and 22 in Block 7; Lot 6 in Block 8; Lots 1, 2, 3, 4, 5, 6, 7, 13, and 14 in Block 9; Lots 1, 2, 3, 4, 5, 15, 16, 17, 18, and 19 in Block 10; Lots 4, 5, 6, 7, 11, 12 in Block 11; Lots 1, 3, 4, and 5 in Block 12; Lots 1, 2, 3, 4, and 5 in Block 13; Lots 1, 2, 3, 4, and 5 in Block 14; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, and 46 in Block 15.

SECTION II

WHEREAS, the said THOUSAND PINES CORPORATION expects to subdivide additional parts of the above-described land in addition to Thousand Pines Estates; and

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WHEREAS, it is the desire that the value and desirability of said lots for residential purposes be enhanced and protected by use and development of said tracts in accordance with certain restrictions;

NOW, THEREFORE, in consideration of the premises, the said THOUSAND PINES CORPORATION does hereby covenant and agree with all future purchasers of lots in said Thousand Pines Estates that it will build no house or houses or other structures on any of the lots referred to herein, except in compliance with the restrictions set forth in this instrument, and THOUSAND PINES CORPORATION does covenant and agree that all conveyances out of it on all or any portion of any of the above-described land shall refer to and be made subject to these restrictions, and shall contain express provisions that, should such restrictions be violated by the grantees or by persons claiming under them, the title so conveyed shall immediately revert to the grantors, and

WHEREAS, it is the intention and expectation that liens will be placed upon certain portions of said tract or on certain lots to finance the purchase of same and, also, to finance home construction thereon as the development progresses; and

WHEREAS, it is the desire that the restrictions herein-after set forth shall remain in full force and effect, but that no enforcement of such restrictions should operate to cut off or destroy any lien acquired in good faith which now exists or which may hereafter exist against all or any part of said tracts;

NOW, THEREFORE, the said THOUSAND PINES CORPORATION does hereby agree:

That, in the event a reversion of title to any lot or portion of the above-described tract, because of breach of the restrictions herein contained, the title so reverting shall be subject to any valid lien then existing against said lot or lots or portions of lots, securing indebtedness owing to any person, firm, or corporation. It is further expressly agreed and understood,

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however, that no provision of this agreement shall be construed to waive or release any of the above-mentioned restrictions and that foreclosure from any lien upon any lot or portion of said tracts shall not out off or remove any restriction existing against the same, but that title acquired through foreclosure of any such lien shall be subject to the restrictions herein placed thereon.

SECTION III

RESIDENTIAL AREA COVENANTS

(A) All the lots shall be known and described as residential lots. No structures shall be erected on any residential lot other than one detached single family dwelling, with garage or carport attached. No building shall be erected, altered, placed, or permitted to remain on any lot other than for the purpose set out in this paragraph, except servants quarters, if desired.

(B) No dwelling shall be permitted on any lot containing an area of less than 1200 square feet of habitable floor space, exclusive of porches and stoops, open or closed, attached carports and garages.

(C) The exterior walls of each dwelling house and garage or other structure shall be constructed of new materials excluding imitation brick or tarpaper.

(D) No building shall be located on any lot nearer to the front lot line than 25 feet, nor nearer to the side street line than 15 feet. No dwelling house, garages, or accessory buildings may be located nearer than five (5) feet from any lot line.

(E) No building shall be erected, placed, or altered on any lot unless the architectural plans and specifications and a plan showing the location of the structures and all

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appurtenances thereto specify the quality of workmanship, materials, harmony of external design with existing structure and as to location with respect to topography and finish grade elevations.

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

(G) No animals, 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. Neatly constructed fences may be placed at the rear of a dwelling house for small family pets.

(H) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal for such material shall be kept in clean and sanitary condition.

(I) Easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Thousand Pines Estates and shall be reserved on all future additions on the property described in Section I hereof.

(J) No noxious nor offensive activity shall be carried on upon any lot nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(K) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. The term trailer as used herein

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includes, but is not limited to, any type mobile home, camping trailer, or mobile vacation home.

(L) No outdoor privies or other sewage disposal system shall be permitted other than state-approved septic tank with proper drain field or a public approved sewage system.

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 years from the date these covenants are recorded.

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. All conveyances of lots shall recite that they are made subject to these restrictions, and shall recite the volume and page where they are recorded and shall contain express provisions that should such restrictions be violated by the Grantees or by persons claiming under them, that the title so conveyed shall immediately revert to the grantors. All conveyances of lots shall be subject to these restrictions, whether the instrument of conveyance makes reference hereto or not.

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.

EXECUTED this 306 day of June, 1978.

THOUSAND PINES CORPORATION

By: [Signature]
President, E. H. Berry



[Signature]
Mary Elaine Berry, Secretary

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THE STATE OF TEXAS, I

COUNTY OF I

BEFORE ME, the undersigned authority, on this day personally appeared E. H. BERRY, President of Thousand Pines Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of July, A.D. 1978.

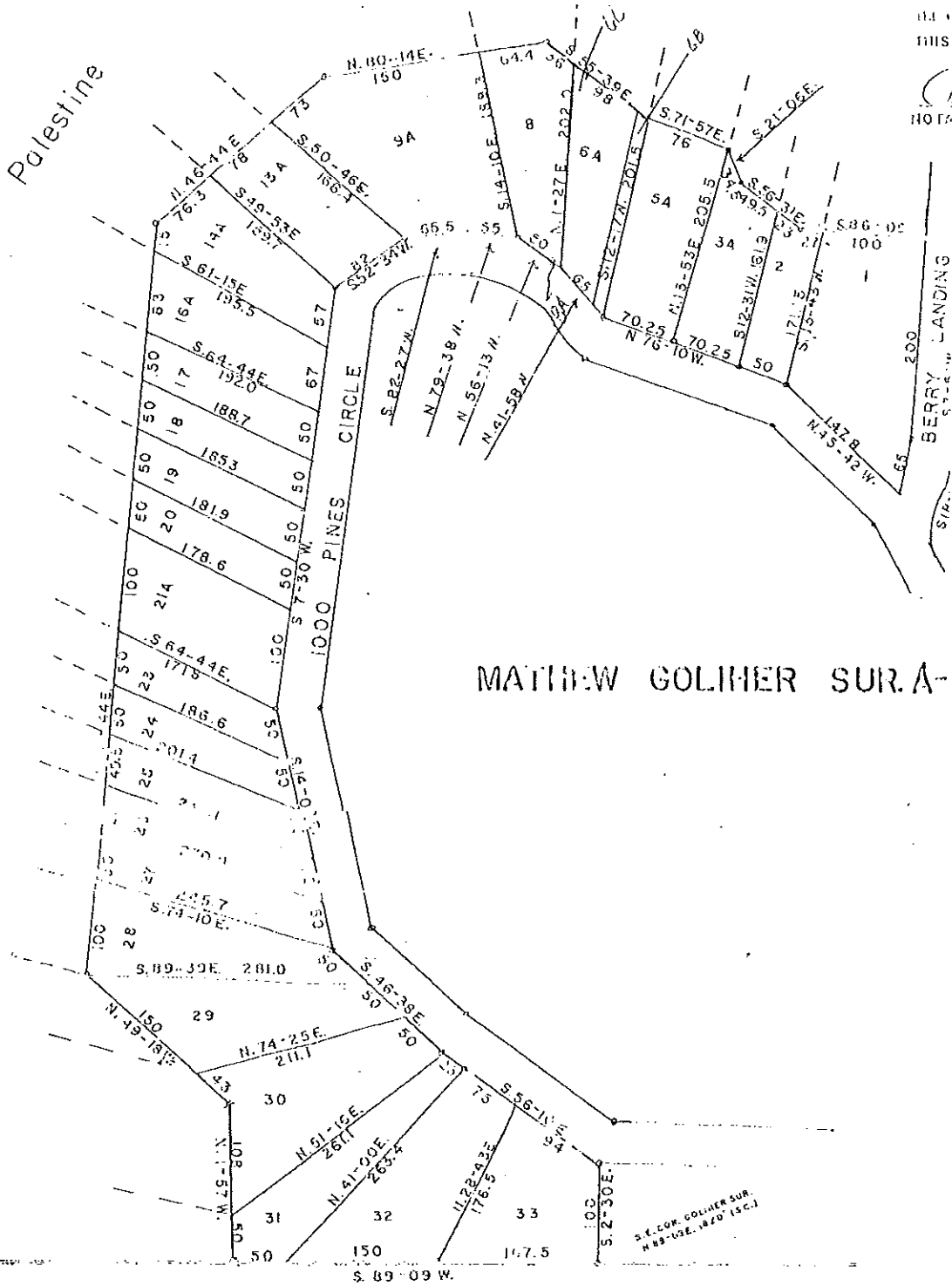


Patricia L. Hillman
Notary Public in and for Henderson
County, Texas

FILED FOR RECORD THIS 5 DAY OF July A.D. 1978 AT 8:13 O'CLOCK A M
BY MS DEPUTY
THE HAN FAYLEN CLERK COUNTY COURT, HENDERSON CO. TEXAS-11

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Palestine



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RESUBDIVISION OF BLK. 1
THOUSAND PINES
HENDERSON CO. TEXAS