

5712

DEED RECORDS
VOL 380 PAGE 116

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SECTION XI

DEED RECORDS
VOL 378 PAGE 930

LONE STAR PHOSPHATE COMPANY, ^{6.50}

DEDICATION AND RESTRICTIONS

Dated: November 13, 1972

Filed: November 15, 1972

TO

COLONIAL HILLS SUBDIVISION

Recorded: Volume 378 Page 930

Deed Records, Nacogdoches County, Texas

STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

In order to insure harmony in the character of building, and in order to maintain the suitability of the neighborhood for residential purposes, and in order to carry out a general plan for the protection, benefit, use and convenience of every purchaser of a lot or lots in Colonial Hills Subdivision, an addition to the City of Nacogdoches, Texas, a plat of said Subdivision being of record in Volume 378 on page 930, of the Plat Records of Nacogdoches County, Texas, to which reference is hereby made for a complete description of said Subdivision, and each and every lot therein, Lone Star Phosphate Company, a Corporation, with its principal place of business in Nacogdoches County, Texas, does hereby on this 13 day of Nov., 1972, adopt the following protective covenants.

GENERAL PROVISIONS

1 TERM: These covenants are to be covenants to run with the land and shall be binding upon all the parties hereto and all persons claiming under them for a period of 40 years from and after the 13 day of Nov. 1972, and all of said covenants and conditions shall thereafter be automatically extended for 10 years and thereafter for successive period of 10 years unless an instrument signed by a majority of the then owners of the lots in such addition has been recorded agreeing to change such covenants in whole or in part.

2 ENFORCEMENT: Enforcements of these protective covenants affecting said conditions shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant,

either to restrain any violation or to recover damages. Any owner herein shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. 931 117

3 SEVERABILITY: If any part of this instrument, the covenants or conditions herein established be invalid, illegal or inoperative, for any reason, it is our intention that said invalid or illegal parts be revised to be valid or legal, or said inoperative parts be revised or interpreted in writing by the Architectural Control Committee to be operative, and that the remaining parts, in so far as possible and reasonable, shall remain in full force and effect.

4 ARCHITECTURAL COMMITTEE: An Architectural Control Committee shall be established by these covenants to act as herein provided and to interpret these covenants. The Architectural Control Committee shall be composed of 2 representatives of the Developer and its assigns, 2 representatives of the record owners of lots in said subdivision and 1 architect or other representative of the public at large. The remaining initial committee members shall be appointed by the initial representatives of the said Developer. A majority of the committee may 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 in said addition shall have the power, through a duly recorded written instrument, to change the membership of the committee, or withdraw from the committee, change or restore to the committee any of its powers and duties.

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 within 30 days, after plans and specifications have been submitted to it, or 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.

PROTECTIVE COVENANTS

5 LAND USE: No dwelling shall be erected or placed on any lot having a width or area less than that shown on the recorded subdivision plat, and no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stores in height.

6 ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location and finish grade elevations of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, compatibility of exterior design with existing structures and environment, and as to location with respect to existing topography.

7

ROOFS: All roofs shall be constructed of #1 Cedar shingles, slate, tile, rigid asbestos or such other roofing material of equal or better character and quality with same esthetic appeal.

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No fence shall be constructed or allowed to remain in front of the minimum building setback line. No fence, wall, store room, playhouse, tree house or any type of separate structure shall be erected, placed or altered on any lot until construction plans and specifications showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, compatibility of exterior design with existing structures and environment, and as to location with respect to existing topography.

8

DWELLING AREAS: The architectural area of the dwellings in this Section XI, Block 12, shall not be less than 2400 square feet.

The architectural area of a building is hereby established as the sum of the areas of the several floors of the building, including basements, mezzanines and intermediate floored tiers, measured from the exterior faces of exterior walls. Covered walkways, open roofed areas that are paved, porches, garages and similar spaces have the architectural area multiplied by a factor of 1/2. The architectural area does not include such features as pipe trenches, exterior terraces, steps or roof overhangs.

9

BUILDING LOCATION: No building shall be located on any lot nearer than 24 feet to the back of the street curb or nearer than 10 feet to an interior lot line as measured from the roofed area of the building, except as approved by the Architectural Control Committee. This provision shall not prevent the erection of a dwelling on a corner lot.

10

SIGHT LINES: No fence, wall, hedge or other planting which obstructs sight lines at elevations between 2 and 6 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 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 12 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.

11

TEMPORARY STRUCTURE: No structure of a temporary character, trailer, tent, shack, garage, barn or other similar structures shall be used on any lot at any time as a residence either temporarily or permanently.

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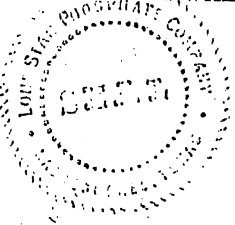
EXISTING BUILDINGS: Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a lot and remodeling or converting same into a dwelling unit in this Subdivision.

21

WATER AND SEWAGE: No individual water supply systems shall be permitted on any lot, but each such house as erected shall carry and sustain a water supply system to be connected to the water mains in said streets in accordance with the requirements of the City of Nacogdoches, and all such dwellings shall be equipped with the proper sewerage disposal system, which such sewerage disposal systems shall be designated, located and constructed in accordance with the requirements, standards and recommendations of the Texas State Department of Health and the City of Nacogdoches, and no such dwelling shall be built unless the same contains the proper water and sewerage disposal system. All sewerage disposal shall be connected to the sewerage disposal system provided by the City of Nacogdoches, and no individual systems shall be maintained.

IN WITNESS WHEREOF

The parties hereto have set their hands and seal on this 13 day of November, 1972, A. D., for their mutual benefit and for the purposes herein established.



LONE STAR PHOSPHATE COMPANY

By [Signature]

[Signature]

[Signature]

[Signature]

[Signature]

SUBSCRIBED AND SWORN TO

Before me this 13 day of November, 1972.



[Signature]
Notary Public, Nacogdoches County,
Texas

THE STATE OF TEXAS |
COUNTY OF NACOGDOCHES |

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BEFORE ME, the undersigned authority, in and for said County, Texas,
on this day personally appeared G. L. Weaver, Secretary-Treasurer of Lone
Star Phosphate Company, known to me to be the person and officer whose name
is subscribed to the foregoing instrument and acknowledged to me that the same
was the act of the said Lone Star Phosphate Company, a corporation, and that he
executed the same as the act of such corporation for the purposes and considera-
tion therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of
NOVEMBER, 1972.



CR Palmer

Notary Public, Nacogdoches County, Texas
My Commission Expires June 1, 197 .

FILED AT 2 P O'CLOCK P M

NOV 15 1972

HOPE SKIPPER, CLERK, COUNTY CLERK
NACOGDOCHES COUNTY, TEXAS
BY C. Weaver

STATE OF TEXAS
COUNTY OF NACOGDOCHES |
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Nacogdoches County, Texas as stamped
hereon by me, on

NOV 22 1972



Hope Skipper
COUNTY CLERK
NACOGDOCHES COUNTY, TEXAS

FILED AT 9 A O'CLOCK A M

JAN 23 1973

HOPE SKIPPER, CLERK, COUNTY CLERK
NACOGDOCHES COUNTY, TEXAS
BY C. Weaver

STATE OF TEXAS
COUNTY OF NACOGDOCHES |
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and was
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hereon by me, on

JAN 24 1973



Hope Skipper
COUNTY CLERK
NACOGDOCHES COUNTY, TEXAS