

THE STATE OF TEXAS
COUNTY OF ROBERTSON

KNOW ALL MEN BY THESE PRESENTS:

979

THAT WHEREAS, BOB ALLEN LEE, hereinafter called the Declarant, is the owner of all that certain real property located in Robertson County, Texas, described as follows:

Being Lots Numbered 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 and 37
of the BEAVER'S COVE ADDITION, a private
addition in Robertson County, Texas, and
being more fully

described as follows, to-wit:

Being all that certain tract or parcel of
land lying and being situated in Robertson
County, Texas, and being more particularly
described in Exhibit "A" attached hereto and
incorporated herein for all purposes.

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth.,

NOW THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof, the restrictions being as follows, to-wit:

1. No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon that maybe or may become an annoyance or nuisance to the neighborhood.
2. Disposition of human excreta and other sewage shall be by sewer facilities as licensed by the Brazos River Authority and built in accordance with the latest standards and criteria established by the Texas Department of Health. No sewer facilities are being furnished by the Declarant of this Addition. All sewer facilities installed by purchasers must be in accordance with above standards.
3. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three qualified persons, which committee shall serve at the pleasure of the Declarant.
4. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein be made, nor shall any landscaping of any lot or lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structure and topography.
5. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such

plans and specifications for a period of 30 days following such submission, approval by the Committee shall not be required, and full compliance with restriction four shall be deemed to have been had.

6. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of Owner.
7. All construction shall be of permanent residential nature and shall consist of no less than 1200 square feet of living area, shall be finished in good quality siding (no tar paper, roll-back siding or similar materials) and asphalt shingles or equivalent for roofing. All structure must be framed out within sixty (60) days from commencement of construction.
8. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
9. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any lot, no derrick or other structure designed for use in boring oil, natural gas, or other minerals shall be erected, maintained or permitted on any Lot.
10. No lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. No lot or tract shall be used for the storage of cars, trucks, machinery or materials of any kind.
11. 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, maintained for any commercial purpose.
12. No hunting shall be permitted on the property, nor shall the discharge of firearms thereon be permitted.
13. Electric power lines will be constructed down the private roads in said Addition but will not necessarily cross each lot. Costs involved, if any, in obtaining electric service to each individual lot is the responsibility of the purchaser.
14. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of said Addition. There is a 20 foot utility easement next to the private road of said Addition running down Lots 18 through 35. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.
15. No For Sale, For Rent, or any other type of advertisement or signs shall be permitted on the property.

16. All lots sold in this subdivision are subject to an annual levy of FIFTY AND NO/100 DOLLARS (\$50.00) per lot for maintenance of lots within said subdivision. Any such funds collected must be expended on maintenance as above stated and an annual report made available to each Property Owner in this development.

The above mentioned levy may be raised or lowered by a majority vote of the Property Owners at an election called for by the Property Owner Association with authority; however, no person, group or firm will have the authority to authorize the lowering of the levy to less than FIFTY AND NO/100 DOLLARS (\$50.00) per lot per year.

A vendor's lien is retained and reserved to secure the payment of the maintenance levy of FIFTY AND NO/100 DOLLARS (\$50.00) per lot per year but such vendor's lien will be subject to any lien for monies advanced to improve said lot, provided however that it shall re-attach in any deed to purchaser at foreclosure of such lien subject to any and all renewals of improvement liens.

17. It shall be the responsibility of each lot owner to contribute his or her pro-rata share for the upkeep of the private roads within the Addition. Each lot will be liable and responsible for 1/37 of the costs of upkeep and maintenance of said private roads.

ENFORCEMENT: The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereinafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SEVERABILITY: Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

DURATION AND AMENDMENT: The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent of the Lot Owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than 75 percent of the Lot Owners. No amendment shall be effective until recorded in the Public Records of Robertson County, Texas, not until the approval of any governmental regulatory body which is required shall have been obtained.

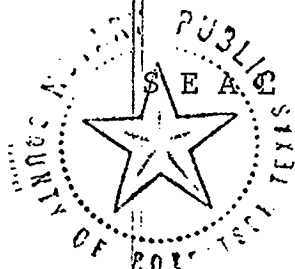
EXECUTED by the said Declarant, this 22nd day of March,
A. D. 1982.

Bob Allen Lee
BOB ALLEN LEE, Declarant

THE STATE OF TEXAS ***
COUNTY OF ROBERTSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared BOB ALLEN LEE, 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, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of March, A. D. 1982.



John C. Parrish
Notary Public in and for
Robertson County, Texas.
My commission expires: 12-5-85

All that certain tract or parcel of land lying and being situated in Robertson County, Texas and out of being a part of the M.C. REJON LEAGUE and being the same tract of land conveyed by deed dated October 19, 1976 to Bob Allen Lee from the Veterans' Land Board of the State of Texas recorded in Volume 311, Page 700 of the Public Records of Robertson County, Texas and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a corner in the South line of a 210 acre tract of land conveyed to J.W. Jackson who is now known as J.W. Jackson Sr. in a Deed from Mary L. Ewing dated January 7, 1938 and recorded in Volume 117, Page 13 Robertson County, Texas Deed Records, said tract being referred to as the Mike Seal tract, an iron stake set for beginning corner,

THENCE: S 35° 00' E along and with the fence on West line of a tract of land deeded to R.D. Jones by H.D. Jones in a Deed dated June 30, 1962 and of Record in Volume 200, Page 64 of the Robertson County, Texas Deed Records, 618.00 varas to a rock found at the foot of the corner post for corner,

THENCE: S 55° 00' W along and with the fence on the North line of another tract conveyed to said R.D. Jones in the same deed as above passing his Northwest corner and the Northeast corner of the tract conveyed from Mrs. Lena Sadler, et al to Louie J. Sadler by Deed dated July 21, 1950 and of record in Volume 159, Page 290, at 193.00 varas in all 674.00 varas to a rock (a piece of petrified wood) found for corner,

THENCE: N 35° 00' W along and with the line of an old fence on the East line of a tract conveyed by O.R. Thanos, et ux to F.B. Allen in a Deed dated August 18, 1948 recorded in Volume 152, Page 595 Deed Records of Robertson County, Texas, at 268.00 varas passing a creek the center of which is the occupied corner of the said F.B. Allen tract and the center of which is the occupied corner of the said F.B. Allen tract and the Clint Allen tract of which this is a part, at 330.00 varas passing the above corner as of record in all 683.21 varas to a stake in the South line of said J.W. Jackson Sr. tract of land,

THENCE: along and with the said fence on the South line of the J.W. Jackson Sr. tract N. 63° 48' E 93.98 varas and N 60° 00' E 583.35 varas to the place of beginning and containing 77.35 acres of land, more or less,

SAVE AND EXCEPT: A tract of land out of the M.C. REJON SURVEY, situated in the County of Robertson, State of Texas, and being a portion of a tract of land as described in a Contract of Sale dated May 13, 1966, from the Veterans Land Board of Texas to Bob Allen Lee and recorded in Volume 225, Page 618 of the Public Records of Robertson County, Texas, and being more particularly described as follows:

BEGINNING for reference at an iron pin set for the most westerly corner of a tract of land as conveyed to Bob Allen Lee by Contract of Sale as recorded in Volume 225, Page 618 of the Public Records of Robertson County, Texas, said point being a northerly corner of a tract of land owned by Clinton Allen and on the South line of a tract of land owned by Eva Jo Lanier, thence with the common fence line between the Lee tract and the Lanier tract as follows: North

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63° 48' East for 261.1 feet and North 60° East for 384.3 feet to an iron pin set at the point of intersection of the 363 foot contour with the common fence line between the Lee tract and the Lanier tract, said point being the Point of BEGINNING;

THENCE, with the common fence line between the Lee tract and the Lanier tract, North 60° East for 1240 feet, more or less, to a point for the most northerly corner of the Lee tract and for a westerly corner of a tract of land owned by R.D. Jones;

THENCE, with the common fence line between the Lee tract and the Lanier tract, South 35° East for 1720 feet, more or less, to a point for the most easterly corner of the Lee tract and an interior corner of the Jones tract;

THENCE, with the common fence line between the Lee tract and the Jones tract, South 55° West for 50.1 feet to an iron pin set at the point of intersection of the 363 foot contour with the common fence line between the Lee tract and the Jones tract, said point being, generally, North 55° East 1811.0 feet from the most southerly corner of the Lee tract;

THENCE, northwesterly, following the meanders of the 363 foot contour, continuing along said contour as it meanders southwesterly to an iron pin set at another point of intersection of the 363 foot contour with the common fence line between the Lee tract and the Jones tract; said point being, generally, North 55° East 1440.2 feet from the most southerly corner of the Lee tract;

THENCE, with the common fence line between the Lee tract and the Jones tract, generally, South 55° West, at 112.7 feet pass a westerly corner of the Jones tract and a northerly corner of a tract of land owned by L.J. Sadler, continuing with the common fence line between the Lee tract and the Sadler tract for a total distance of 234.7 feet, in all, to an iron pin set at the point of intersection of the 363 foot contour with the common fence line between the Lee tract and the Sadler tract;

THENCE, northwesterly, following the meanders of the 363 foot contour, continuing along said contour as it meanders southwesterly to an iron pin set at the point of intersection of the 363 foot contour with the common line between the Lee tract and a tract of land owned by Frank B. Allen, said point being North 35° 45' West 741.2 feet and North 37° West 3.2 feet from the most southerly corner of the Lee tract;

THENCE, with the common fence line between the Lee tract and the Frank B. Allen tract, North 37° West, at 90 feet, more or less, pass a point in Running Branch, said point being a northerly corner of the Frank B. Allen tract and an easterly corner of a tract of land owned by Clinton Allen, continuing with the common fence line between the Lee tract and the Clinton Allen Tract for a total distance of 100.7 feet, in all, to an iron pin set at the point of intersection of the 363 foot contour with the common fence line between the Lee tract and the Clinton Allen tract;

THENCE, northeasterly, following the meanders of the 363 foot contour, continuing along said contour as it meanders southwesterly to an iron pin set at another point of intersection of the 363 foot contour with the common line between the Lee tract and the Clinton Allen tract; said point being North 35° 45' West 741.2 feet and North 37° West 129.4 feet from the most southerly corner of the Lee tract;

THENCE, with the common line between the Lee tract and the Clinton Allen tract, North 37° West 36.6 feet to an iron pin set at another point of intersection of the 363 foot contour with the common line between the Lee tract and the Clinton Allen tract;

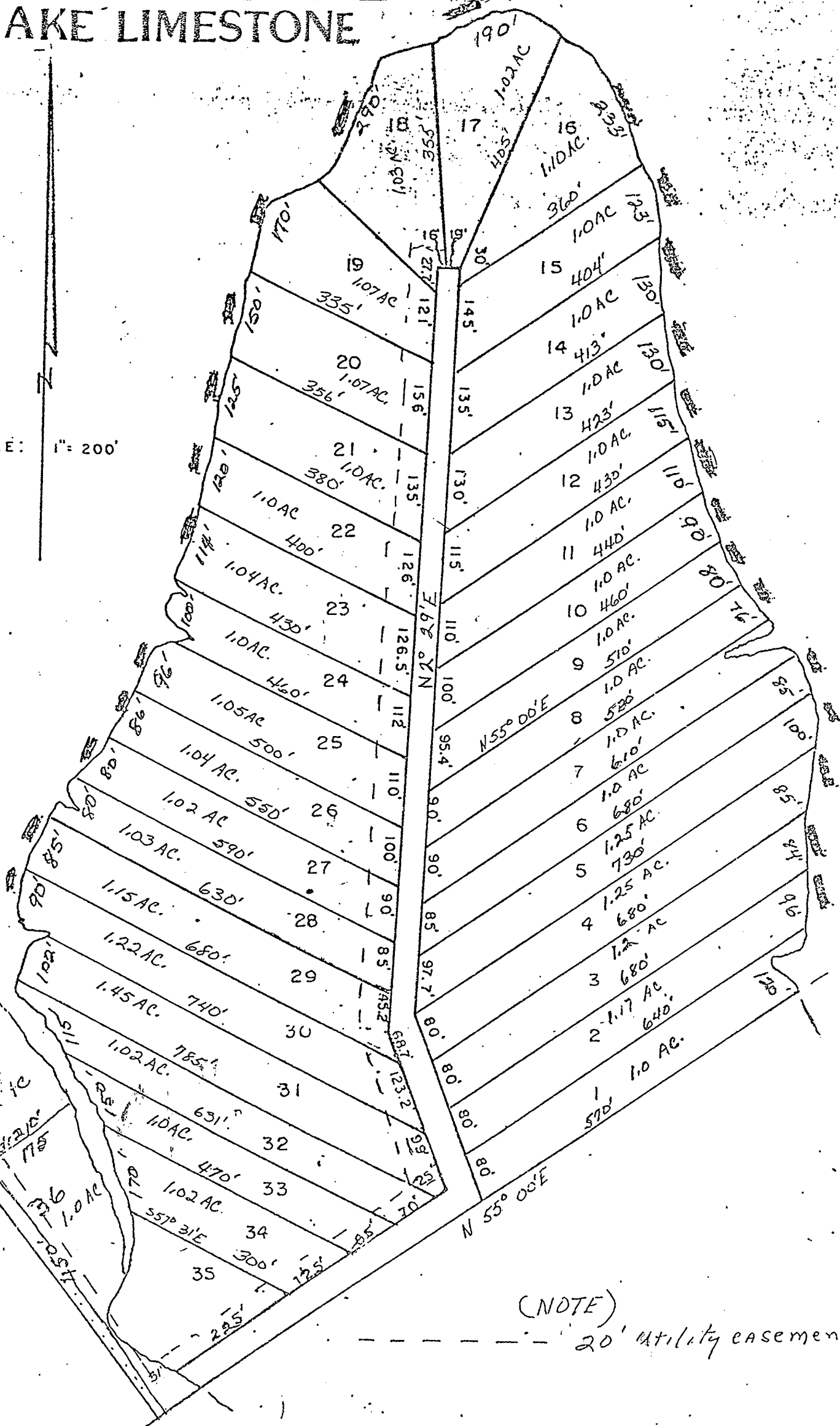
THENCE, northerly, following the meanders of the 363 foot contour, continuing along said contour as it meanders northwesterly to the Point of BEGINNING and containing 23.7 acres, more or less.

AND BEING THE SAME tract of land described in deed from Bob Allen Lee and wife, Gloria Lee to the Brazos River Authority dated September 30, 1976 and recorded in Volume 311, Page 705 of the Public Records of Robertson County, Texas.

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SCALE: 1" = 200'



(NOTE)

20' utility easement

Filed 3-23-83 at 3 pm Rec. 3-23-83 at 4 pm
 Mary B. Reagan Co. Clk. Robertson Co. Tx.

By Walter B. Pearson Jury

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