



RESTRICTIONS

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LAVACA

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THAT HENRY EHLE, JR., TRUSTEE, as Owner does hereby adopt and impress the following restrictive covenants upon only a part of the following described property which is hereby designated as a separate and distinct divisional unit:

A 69.243 acre tract of land situated in the Luke Presnal League, Abstract No. 355, Lavaca County, Texas, and being further described in Deed from Hilbert Bludau, et al to Henry Ehler, Jr., Trustee, dated May 16, 1981, and recorded in Volume 341, Page 751 of the Lavaca County Deed Records and specifically described as being The Settlement Subdivision; the restrictive covenants set out herein shall be applicable ONLY to Lots numbered consecutively 3 through 24, Lots numbered consecutively 40 through 52, and Lots numbered 27, 29, 31, 33 and 35, as shown on a Plat of The Settlement, a Subdivision, filed of record in the Plat Records of Lavaca County, Texas.

For the benefit of the owners of such lots in the subdivision, the following covenants are made and adopted to run with the land as hereinafter set out.

If the present owner or his successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any of such lots situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

COVENANTS

1. No accumulation of garbage, trash, or waste materials shall be permitted on any lot.
2. All plumbing must be connected with adequate septic tanks with adequate lateral lines for sewage and waste disposal and constructed to comply with all laws, regulations and specifications of state and local health authorities. Sinks in the kitchen shall be provided with grease traps with adequate lateral lines.
3. No noxious or offensive trade or activity shall be carried on upon any lot or tract.
4. No business establishment or business activity shall be maintained on any lot in the subdivision.
5. No commercial chicken houses, feed lots, breeding pens or other commercial agricultural operations will be permitted in the subdivision. The restriction does not apply to the keeping of livestock in an enclosed area provided that the number of livestock

shall not exceed one (1) head per lot; in addition, but only as to Lots numbered 4, 5, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, each of the children of the owners of such lots who is a member of a local 4-H Club or a local Future Farmers of America chapter shall be permitted one (1) annual project sanctioned by such local 4-H or local Future Farmers of America chapter.

6. Only one single family dwelling or one duplex dwelling shall be constructed on each tract; this restriction shall remain in effect until sewer lines are installed to replace the septic systems.
7. No dwelling, exclusive of garages, open porches, or patios, shall be permitted on any lot in this subdivision at a size of less than one thousand two hundred (1,200) square feet.
8. All driveways in the subdivision shall be surfaced with concrete, asphalt, gravel or other similar all weather substance.
9. No building, fence, wall or hedge shall be located on any lot nearer than fifty (50') feet from the centerline of the street; no building shall be nearer than fifteen (15') feet to an interior lot line. For the purpose of this covenant, eaves, steps, and open porches, shall not be considered as a part of a building. However, the term "fence" as used herein shall not include either a galvanized wire fence supported by galvanized posts set in holes filled with concrete or a wooden rail fence having a minimum distance of 12 inches between each horizontal rail and a minimum distance of 4 feet between each vertical rail or post.
10. No trailer house or any other dwelling, previously constructed elsewhere, shall be moved onto any lot in this subdivision. No temporary dwelling shall be placed in the subdivision.
11. Each owner or occupant shall at all times keep weeds and grass on his lot cut in order to maintain a clean and sanitary condition.
12. Easements for installation and maintenance of utilities and for drainage are reserved as stated on and as shown on the recorded plat of the subdivision; in addition, easements, ten feet in width, for the installation and maintenance of utilities and drainage facilities are reserved along the entire length of each boundary line in the subdivision, with the condition that any utility line that is situated adjacent to any street in the subdivision shall be placed underground. Within these easements no structure, trees, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2012, at which time said covenants shall be automatically extended for a successive period of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other covenants or restrictions, which shall remain in full force and effect.

EXECUTED this the 12 day of March, A.D., 1982.

Henry Ehler, Jr.
HENRY EHLE, JR., TRUSTEE

THE STATE OF TEXAS

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COUNTY OF LAVACA

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BEFORE ME, the undersigned authority, on this day personally appeared HENRY EHLE, JR., TRUSTEE, 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 under my hand and seal of office on this the 12 day of March, A.D. 1982.



Gayle Henke
Notary Public in and for
Lavaca County, Texas
GAYLE HENKE
NOTARY PUBLIC FOR THE STATE OF TEXAS
MY Commission Expires Dec 7, 1984.
My Commission Expires

Stamped or printed name of notary