

RESTRICTIVE COVENANTS

STATE OF TEXAS  
COUNTY OF BELL.

KNOW ALL MEN BY THESE PRESENTS:

That GLENN A. HODGE and wife, GLORIA A. HODGE, of Bell County, Texas, and FRED A. NUTT HANKS of Tom Green County, Texas, being the owners of the tract of land described on "Exhibit A," attached hereto and made a part hereof for all purposes, do hereby impose the following restrictive covenants upon said tract of land described on "Exhibit A," to-wit:

- (1) None of the property described on "Exhibit A," shall be used for any purpose except residential purposes.
- (2) Only one single family dwelling shall be placed upon each tract which shall be sold by the present owners out of the property described on "Exhibit A," and said residential building shall contain not less than 1800 square feet of living area, exclusive of porches, stoops, carports and garages. No tract sold out of the property described on "Exhibit A," attached hereto, shall be subdivided into two or more tracts for a period of 10 years from the present date without the prior written consent of the Architectural Control Committee. All construction of said residences shall be new, and no structures will be moved onto said property. All structures shall be built in place on the ground. No pre-fabricated or modular homes will be allowed.
- (3) One cattle or horse barn may be constructed by each owner of a tract of land described on "Exhibit A," attached hereto and only one such barn, and said barn shall be located no closer than 50 feet to any adjoining property line. The owners of each tract described on "Exhibit A" may keep one head of livestock for personal and not for commercial use (such as horses or FFA project cattle) per 5 acre tract or part thereof. No dangerous animal will be permitted on any of the property described on "Exhibit A," and there shall be no keeping of hogs, chickens, turkeys, commercial kennels or commercial stables. Any stable which is built on said property must be maintained in a clean, orderly and sanitary manner and must be built in such a manner as it will not be unsightly or detract from the general appearance of the surrounding property. Prior to the building of any such stable, the property owner must submit the plans for the building of the stable, including a plat showing the proposed location of the stable on the property upon which it is to be located,

to the Architectural Control Committee described in paragraph (4), below, and must obtain the approval of said Architectural Control Committee before beginning construction of the stable.

(4) No building or structure shall be erected, placed or altered on any of the property described on "Exhibit A" until the construction plans and specifications and the plan showing the location of the structure on the tract have been approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of GLENN A. HODGE, GLORIA A. HODGE and FREDA NUTT HANKS. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services pursuant to this covenant.

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 in 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.

(5) No house trailers, mobile homes, tents or temporary structures of any kind may be erected upon or moved onto any part of said property.

(6) Except with the written approval of the Architectural Control Committee, no sign of any kind shall be displayed to the public view upon any of said lots except one professional sign of not more than one square foot.

(7) Each habitable structure on the premises shall be equipped with sanitary plumbing and toilet facilities connected to a septic system of sufficient size and capacity to meet all requirements of the Bell County Health Department.

(8) The property described on "Exhibit A," attached hereto, shall not be used for riding motorized bicycles (commonly called "dirt bikes") or motorcycles across any portion of the property except as a mode of transportation to and from the residences constructed thereupon. No dirt bike trails will be built, constructed or allowed to exist on any of such property.

(9) No portion of the premises described on "Exhibit A," may be used for the storage of junk, abandoned vehicles, rubble or any material which might detract from the general appearance and attractiveness of the surroundings.

(10) All service yards, garbage can areas, drying yards and L. P. Gas tank facilities shall be screened from view from all sides to heights appropriate to obscure said facilities from view.

(11) All property owners shall maintain their respective lot or lots at all times, including the property from the lot line to the street paving, so as to maintain a neat and sanitary condition throughout the entire property area by maintaining all utilities, keeping grass and lawn areas mowed and reasonably well trimmed, and by not allowing conditions hazardous to traffic to exist.

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

(13) No building shall be located on any lot nearer than 50 feet from any property line.

(14) Trucks with tonnage in excess of 3/4ths ton shall not be permitted to park overnight on the streets, driveways or lots, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept on any portion of said property.

(15) Unless a variance is allowed in writing by the Architectural Control Committee, all residences shall be of 75% brick, native stone or cedar siding construction.

(16) The lot owners shall erect no fence, irrespective of location, except by approval in writing, first obtained, from the Architectural Control Committee, setting forth the design, height and type of materials of said fence.

(17) The above restrictive covenants shall run with the land for the benefit of any owner or owners of the property set out and described on "Exhibit B," attached hereto and made a part hereof for all purposes, and they may be enforced 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.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming title to the property described on "Exhibit A," for a period of 50 years beginning on the 1st day of January, 1983, unless during said 50 years an instrument in writing signed by the owners of at least 75% of the property described on "Exhibit B" has been recorded agreeing to terminate, alter, amend or change said covenants in whole or in part, and in the event of the recording of such an instrument, the covenants and restrictions shall be accordingly terminated, altered, amended or changed.

Invalidation of any one or more 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 \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

Glenn A. Hodge  
GLENN A. HODGE

Gloria A. Hodge  
GLORIA A. HODGE

Freda Nutt Hanks  
FREDA NUTT HANKS

THE STATE OF TEXAS

COUNTY OF BELL

BEFORE ME, the undersigned, a notary public in and for said County and State, on this day personally appeared GLENN A. HODGE and wife, GLORIA A. HODGE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29<sup>th</sup> day of December, 1982.

Rita Scully  
Notary Public in and for  
The State of Texas

THE STATE OF TEXAS

COUNTY OF TOM GREEN

BEFORE ME, the undersigned, a notary public in and for said County and State, on this day personally appeared FRED A. NUTT HANKS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29<sup>th</sup> day of December, 1982.

Sharon Porter  
Notary Public in and for Tom Green  
The State of Texas Commission Expires 1/26/84

FIELD NOTES for a tract of land in Bell County, Texas, out of and a part of the Felipe Madrigal Survey, Abstract #554 and the land herein described being a part of that certain 200 acre tract described in a Deed from Stella Nixon to Mary Evelyn Ragan and Edne Estelle Quiroz, said Deed being of Record in Volume 1077, Page 217, Deed Records of Bell County, Texas.

BEGINNING at a point that bears N. 18° 43' 16" E. 20.00 feet from the south-east corner of the abovementioned 200 acre tract, said point being an iron pipe in a fence corner in the north margin of E.W. Holland Road for the south-east corner of this.

THENCE N. 71° 51' 51" W. 2362.16 feet, an iron pipe and N. 30° 02' 16" W. 43.64 feet with the said north margin to an iron pipe in it's intersection with the east margin of Anity East Road for the southwest corner of this.

THENCE with the said east margin as follows to-wit: N. 19° 42' 18" E. 461.68 feet, an iron pipe and N. 18° 10' 15" E. 1197.11 feet to an iron pipe therein for the northwest corner of this.

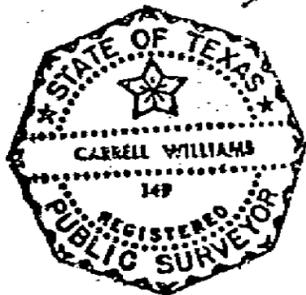
THENCE S. 65° 14' 41" E. 2411.79 feet to an iron pipe in the east line of the said 200 acre tract, as fenced, for the northeast corner of this.

THENCE S. 18° 43' 16" W. 1409.79 feet to the place of BEGINNING containing 85.026 acres of land as fenced and evidenced on the ground.

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STATE OF TEXAS } KNOW ALL MEN BY THESE PRESENTS, that I, Carrell  
COUNTY OF BELL } Williams, Registered Public Surveyor, do hereby  
certify that I did cause to be surveyed on the  
ground the above described tract of land and to  
the best of my knowledge and belief, the said description is true and  
correct.

IN WITNESS THEREOF, my hand and seal, this the 4th day of March, A.D., 1982.



*Carrell Williams*  
Registered Public Surveyor

"EXHIBIT A"

DEED 1844

FIELD NOTES for a tract of land in Bell County, Texas, out of and a part of the Felipe Madrigal Survey, Abstract #554 and the land herein described being a part of that certain 200 acre tract described in a Deed from Stella Hixon to Mary Evelyn Ragan and Edne Estelle Quiroz, said Deed being of record in Volume 1077, Page 217, Deed Records of Bell County, Texas.

BEGINNING at a point that bears N. 18° 43' 16" E. 20.00 feet from the southeast corner of the abovementioned 200 acre tract, said point being an iron pipe in a fence corner in the north margin of E.W. Holland Road for the southeast corner of this.

THENCE N. 71° 51' 51" W. 2362.16 feet, an iron pipe and N. 30° 02' 16" W. 43.64 feet with the said north margin to an iron pipe at it's intersection with the east margin of Amity East Road for the southwest corner of this.

THENCE with the said east margin as follows to-wit: N. 19° 42' 18" E. 461.82 feet, an iron pipe, N. 18° 10' 15" E. 1197.11 feet, an iron pipe, N. 20° 36' 11" E. 158.61 feet, a 36" live oak and N. 17° 40' 18" E. 1776.78 feet to an iron pipe in the north line of the said 200 acre tract, as fenced, for the northwest corner of this.

THENCE S. 71° 24' 51" E. 2410.11 feet, an iron pipe and S. 54° 49' 08" E. 13.71 feet with the said north fence line to an iron pipe for the northeast corner of this.

THENCE with an existing fence S. 18° 39' 21" W. 2190.35 feet, an iron pipe and S. 18° 43' 16" W. 1409.79 feet to the place of BEGINNING containing 199.085 acres of land as fenced and evidenced on the ground.

"EXHIBIT B"

FILED FOR RECORD THIS 11 DAY OF MARCH, 1983 AT 10:59 H.  
MRS. RUBY MCKEE, COUNTY CLERK, BELL COUNTY, TEXAS. BY J. Helms DEPUTY.

875

44066

**WARRANTY DEED WITH VENDOR'S LIEN**

**DATE:** November 21, 1997

**GRANTOR:** Glenn A. Hodge and wife, Gloria A. Hodge  
**GRANTOR'S MAILING ADDRESS:** P.O. Box 297  
Salado, Bell County, Texas 76571

**GRANTEE:** Rex W. Lawson and wife, Susan N. Lawson  
**GRANTEE'S MAILING ADDRESS:** 5242 Jason  
Houston, Harris County, Texas 77096

**CONSIDERATION:**

- (1) TEN AND NO/100 (\$10.00) DOLLARS and a note of even date that is in the principal amount of FORTY FOUR THOUSAND and NO/100 DOLLARS (\$44,000.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to J. David Stanford, Trustee; and
- (2) the assumption by Grantee of all ad valorem taxes on the property for 1997 and subsequent years including subsequent assessments for years prior to 1997 due to a change in land usage or ownership.

**PROPERTY:** Being all that certain tract of land containing 11.01 Acres of Land, situated in the FELIPE MADRIGAL Survey, Abstract No. 554, Bell County, Texas, and being out of and a part of that certain tract of land described in a deed to Glenn Hodge, recorded in Volume 1803, Page 627, Deed Records of Bell County, Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes; including, but not limited to, all interest of Grantor, if any, in (1) strips and gores, if any, between the property and any abutting properties, whether owned or claimed by deed, limitations, or otherwise, and whether located inside or outside the property; and (2) any land lying in or under the bed of any creek, stream, or waterway or any highway, avenue, street, road, alley, easement or right-of-way, open or proposed, in, on, across, abutting, or adjacent to the property.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time:

- (1) no mobile or modular homes are to be placed or built on said property, permanent homes only with a minimum living area of 1800 square feet are acceptable; no abandoned vehicles; no acreage shall be used as a dumping ground or wrecking yard; no commercial feedlots of hogs, cattle or any kind of livestock are allowed on subject property; and
- (2) any and all reservations, restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **GRANTS, SELLS, AND CONVEYS** to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, **TO HAVE AND HOLD IT** to

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Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

*Glenn A. Hodge*  
\_\_\_\_\_  
GLENN A. HODGE

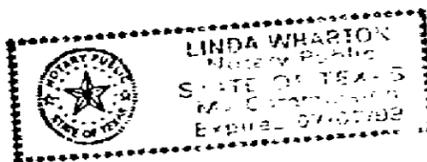
*Gloria A. Hodge*  
\_\_\_\_\_  
GLORIA A. HODGE

(ACKNOWLEDGMENT)

STATE OF TEXAS  
COUNTY OF BELL

This instrument was acknowledged before me on the 21 day of November, 1997,  
by Glenn A. Hodge.

*Linda Wharton*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS



(ACKNOWLEDGMENT)

STATE OF TEXAS  
COUNTY OF BELL

This instrument was acknowledged before me on the 21 day of November, 1997,  
by Gloria A. Hodge.

*Linda Wharton*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS



AFTER RECORDING RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PREPARED IN THE LAW OFFICE OF:

J. DAVID STANFORD  
P. O. BOX 1145  
SALADO, TEXAS 76571

c:\relawson.hodge.wd.v1

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G.F. NUMBER: 44066  
Commitment No.

Schedule A - Page 2

SITUATED IN THE COUNTY OF BELL, STATE OF TEXAS, TO-WIT:

Being all that certain tract of land containing 11.01 Acres of Land, situated in the FELIPE MADRIGAL Survey, Abstract No. 554, Bell County, Texas, and being out of and a part of that certain tract of land described in a deed to Glenn Hodge, recorded in Volume 1803, Page 627, Deed Records of Bell County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the northwest corner of said Hodge tract, said iron rod being on the east right-of-way (ROW) line of Blackberry Road;

THENCE S 17 deg. 43' 07" W - 100.00 feet along the west line of said Hodge tract, and the east ROW line of said Blackberry Road, to a 1/2" iron rod set, for the northwest corner and the POINT OF BEGINNING of the herein described tract;

THENCE S 71 deg. 19' 11" E - 1512.72 feet to a 1/2" iron rod set at the beginning of a curve to the right;

THENCE along said curve to the right; having a radius of 100.00 feet, a delta angle of 90 deg. 57' 42", and a long chord which bears S 26 deg. 48' 02" E 142.60 feet; an arc length of 158.76 feet, to a 1/2" iron rod set;

THENCE S 17 deg. 43' 07" W - 195.72 feet to a 1/2" iron rod set;

THENCE S 71 deg. 19' 11" E - 795.04 feet to a 1/2" iron rod set on the west line of a tract of land described in a deed to Paul J. Meyer, recorded in Volume 2616, Page 161, Deed Records of Bell County, Texas, for the easternmost northeast corner of the herein described tract;

THENCE S 18 deg. 39' 21" W - 337.03 feet along the west line of said Meyer tract and the west line of a tract of land described in a deed to Kenneth R. Fraser, recorded in Volume 2462, Page 720, Deed Records of Bell County, Texas, to a 1/2" iron rod found at the northeast corner of a tract of land described in a deed to Michael Gunter, recorded in Volume 3637, Page 158, Deed Records of Bell County, Texas;

THENCE N 71 deg. 19' 11" W - 889.53 feet along the north line of said Gunter tract, to a 1/2" iron rod set;

THENCE N 17 deg. 43' 07" E - 532.80 feet to a 1/2" iron rod set;

THENCE N 71 deg. 19' 11" W - 1512.72 feet to a 1/2" iron rod set on the east ROW line of said Blackberry Road;

THENCE N 17 deg. 43' 07" E - 100.00 feet along the east line of said ROW, to the POINT OF BEGINNING and containing 11.01 Acres of Land, more or less.

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FILED FOR RECORD  
97 DEC 1 9 43  
VADASTON  
CLERK BELL COUNTY TX  
DEPUTY

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