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PROTECTIVE AND RESTRICTIVE CONVENANTS APPLYING TO

OAK TERRACE

17 MAR 2 1968

A SUBDIVISION OF A PART OF THE CHARLES LEWIS

HEADRIGHT SURVEY, ABSTRACT NO. A-338, BOWIE COUNTY, TEXAS, and having made and dedicated such platted land, which shall

hereafter be referred to as "subdivision", and which is described as follows:

All that certain 17.06 acre tract or parcel of land being a part of the CHARLES LEWIS HEADRIGHT SURVEY, A-338, Bowie County, Texas, said Tract also being a part of a certain 125 acre tract conveyed by Collie E. Moore to Beulah Howell by Warranty Deed recorded Vol. 76, Page 441 of the Deed Records of Bowie County, Texas; and being more fully described by metes and bounds as follows:

BEGINNING at a 1/2 in. reinf. rod for the common corner to Lots No. 11, 12 and 19 in Block No. 2 of HOWELL'S 2ND ADDITION to the City of Hooks, Bowie County, Texas, said POINT OF BEGINNING being 492.27 ft. North and 3501.43 ft. East of the Point of Intersection of the West boundary line of the Charles Lewis H. R. S. and the centerline of the main track of the T & P Railway;

THENCE: N 00° 22' 32" W 300.00 ft. with the East boundary line of said Howell's 2nd Addition to an iron pin; THENCE: N 00° 01' 28" E 249.66 ft. to an iron pin; THENCE: N 00° 38' 17" W 380.35 ft. to an iron pin at the most northerly Northeast corner of said Howell's Addition;

THENCE: S 89° 51' 04" W 489.81 ft. with the North boundary line of said Howell's 2nd Addition to an iron pin for a corner, at the Southeast corner of an Easement for street and utility lines conveyed by Edgar P. Howell, et al, to the City of Hooks, Texas, recorded Vol. 392, Page 130 of the Deed Records of Bowie County, Texas;

THENCE: N 00° 02' 59" W 496.83 ft. with the East boundary line of said Easement to a 3/4 in. iron pipe found in place at the Northeast corner of said Easement same being the Southwest corner of Lot 1 in Block 3 of WILWOOD SUBDIVISION, Hooks, Texas, same also being the North boundary line of the above mentioned Howell 125 acre tract recorded Vol. 76, Page 441 of the Deed Records, Bowie County, Texas;

THENCE: N 89° 57' 04" E. 840.0 ft. with said South boundary line of Wildwood Subdivision and the North boundary line of Howell 125 acre tract to a 1/2 in. iron pin for a corner;

THENCE: S 00° 15' 15" E 1422.81 ft. to a 1/2 in. iron pin in the most southerly North boundary line of said Howell's 2nd Addition for a corner;

THENCE: S 89° 26' 00" W 350.00 ft. with said North boundary line to the POINT OF BEGINNING and containing 17.06 acres of land more or less; And SUBJECT TO an Easement to Southwestern Gas and Electric Company recorded Vol. 188 Page 139, Deed Records, Bowie County, Texas; And ALSO SUBJECT TO A RIGHT-OF-WAY conveyed to Arkansas Louisiana Gas Co. recorded Vol 195, Page 166 of the Deed Records of Bowie County, Texas.

and, in order to provide an exclusive residential area, pleasant living conditions, and for establishing and maintaining a general planned and building scheme, uniform over

the entire subdivision for the protection and benefit of all present and subsequent owners of any lots in said subdivision, do hereby adopt, impose, and place upon the land composing said Oak Terrace, Bowie County, Texas, the protective and restrictive covenants hereinafter set forth. shall run with each and every part of said land herein described and shall be binding upon parties to this agreement and any purchasers of any part of the land, their heirs and assigns, upon any persons or person who may use or occupy land or any part thereof described for any purposes.

And are as follows, to wit:

RESTRICTIVE COVENANTS

1. LAND USE AND BUILDING TYPE - All lots shall be used for residential purposes only, no buildings shall be erected, altered, placed or permitted to remain on the herein above described lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three automobiles.
2. DWELLING SIZE AND CONSTRUCTION REQUIREMENTS - The ground floor area of the main structure, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages shall not be less than 1200 square feet, and no exterior wall of any house shall be of exclusively frame, cinder, tile, or hollow concrete block construction nor shall plaster be used on outside walls except on gable ends. All houses shall be of brick veneer or stone construction, at least 80% of the exterior walls surface shall be covered by brick or stone except, that houses constructed with cedar or some other similar type of wood not normally painted, shall be at least 60% brick or stone.
3. BUILDING LOCATIONS - No building shall be located on any lot nearer to the front lot line or nearer to the side street line and the minimum building set back line shown on the recorded plat. No building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than ten (10) feet to the rear lot line for the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.
4. EASEMENTS - Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat and in particular such shall always bear and be charged with a utility easement for the purposes of placing and maintaining thereon and thereunder any and all improvements and/or apparatus, pipes, poles, wires, cables, and conduits and other instrumentalities necessary or needful in and about the transmitting, conducting and distributing of electric current, telephone, and other public utility services and to that end the agents, servants, and employees of any person, firm, or corporation, giving public utility services shall have the right of ingress and egress to and from and in, over and across said easements so reserved and no improvements or hindrance shall be placed upon such easement area as shown on the recorded plat except a fence marking the boundary of adjoining lots.

5. SUBDIVISION OR CONSOLIDATION - None of said lot shall be resubdivided in any fashion except that any person owning two or more adjoining lots subdivide to consolidate such lots into building site with the privilege of constructing improvements as permitted in Paragraphs 2 and 3 hereof on each resulting building site, provided that such subdivision or consolidation does not result in any building site having a front lot line of less than 95 feet.
6. NUISANCES - 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.
7. PROHIBITED RESIDENTIAL USES - No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other out buildings shall be used on the above described lot at any time as a residence either temporarily or permanently. The only type of such temporary structures that can be placed on any lot are those that are painted and well kept and tidy. No dilapidated, rusted, or other type of unkept temporary structure shall be allowed.
8. SIGNS - No signs of any type shall be displayed in public view on any lot except one professional sign of not more than 1 square foot, one sign not more than five (5) 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.
9. LIVESTOCK AND POULTRY - No animals, livestock or poultry of any kind shall be raised, bred, or kept on the above described lot except dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained primarily for commercial purpose. However, this covenant shall not prevent the occasional sale of dogs, cats, or other household pets which are not being kept primarily for commercial purposes and which are used primarily for hunting or other purposes.
10. ENFORCEMENT - Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate a covenant either or restrain violation or recover damages.
11. SEVERABILITY - 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.
12. SPECIAL USE RESTRICTIONS - Lots are to be used solely for residential purposes. Accessory uses of any lot or residence for such as wholesale or retail businesses, home businesses, or business offices are specifically prohibited.
13. TERM - 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 (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to changes of the covenants or in part.
14. ARCHITECTURAL CONTROL COMMITTEE -

A. MEMBERSHIP: C. L. Dowd, Eddie Trout and Etoil Dowd

A majority of the Committee may designate a representative to act for it. In the event of 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 representatives shall be entitled to any compensation for services performed pursuant

to this Covenant, and at any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore it to any of its powers and duties.

B. PROCEDURES:

The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove, within thirty (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.

The above Covenants are to run with the land and shall be binding upon all present and subsequent owners until the 1st day of January, 2006, at which time said Covenants shall be automatically extended for successive periods of ten (10) years; unless, by a vote of a majority of the then owners of the lots, it is agreed to change said Covenants in whole or in part.

If any of the present or subsequent owners or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person or persons owning any real property situated in said Subdivision to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants or restrictions, and either to prevent him or them from so doing, or to recover damages from such violations.

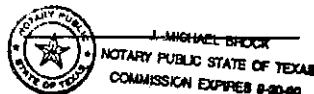
C. L. Dowd
C. L. DOWD
Etoil Dowd
ETOIL DOWD

THE STATE OF TEXAS §
COUNTY OF BOWIE §

This instrument was acknowledged before me on this the 18th day of May, 1987, by C. L. DOWD and ETOIL DOWD.

J. Michael Brock
Notary Public,
Bowie County, Texas

My Commission Expires:



27 3 30:26

AGENCY: BUREAU OF LAND MANAGEMENT
 FIELD OFFICE: NEW BOSTON, TEXAS

•DESCRIPTION:

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All that certain 17.06 acre tract or parcel of land being a part of the CHARLES LEWIS HEADRIGHT SURVEY, A-330, Bowie County, Texas, said tract also being a part of a certain 125 acre tract conveyed by C. E. Moore to Beulah Howell by warranty Deed recorded Vol. 76, Page 441 of the Deed Records of Bowie County, Texas; and being more fully described by metes and bounds as follows.

BEGINNING at a $\frac{1}{4}$ in. reinf. rod for the common corner to Lots No. 12 and 19 in block No. 2 of HOWELL'S 2ND ADDITION to the City of Hooks, Bowie County, Texas, said POINT OF BEGINNING being 492.27 North and 3501.43 ft. East of the Point of Intersection of the West boundary line of the Charles Lewis H. R. S. and the centerline of the main track of the T & P Railway;

THENCE: N 00° 22' 32" W 300.00 ft. with the East boundary line of said Howell's 2nd Addition to an iron pin; THENCE: N 00° 01' 28" 249.66 ft. to an iron pin; THENCE: N 00° 38' 17" W 360.35 ft. to iron pin at the most northerly Northeast corner of said Howell's Addition;

THENCE: S 89° 51' 04" W 489.61 ft. with the North boundary line of said Howell's 2nd Addition to an iron pin for a corner, at the Southeast corner of an Easement for street and utility lines conveyed Edgar P. Howell, et al, to the City of Hooks, Texas, recorded Vol. 392, Page 130 of the Deed Records of Bowie County, Texas;

THENCE: N 00° 02' 59" W 496.63 ft. with the East boundary line of said Easement to a $\frac{3}{4}$ in. iron pipe found in place at the Northeast corner of said Easement same being the Southwest corner of Lot 1 block 3 of WILDWOOD SUBDIVISION, Hooks, Texas, same also being the North boundary line of the above mentioned Howell 125 acre tract recorded Vol. 76, Page 441 of the Deed Records, Bowie County, Texas;

THENCE: N 89° 57' 04" E 640.0 ft. with said South boundary line of Wildwood Subdivision and the North boundary line of Howell 125 acre tract to a $\frac{1}{4}$ in. iron pin for a corner;

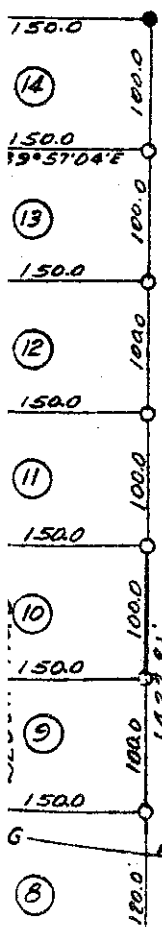
THENCE: S 00° 15' 15" E 1422.61 ft. to a $\frac{1}{4}$ in. iron pin in the most southerly North boundary line of said Howell's 2nd Addition for a corner;

THENCE: S 89° 26' 00" W 350.00 ft. with said North boundary line the POINT OF BEGINNING and containing 17.06 acres of land more or less AND SUBJECT TO an Easement to Southwestern Gas and Electric Company recorded Vol. 188 Page 139, Deed Records, Bowie County, Texas; ALSO SUBJECT TO A RIGHT-OF-WAY conveyed to Arkansas Louisiana Gas recorded Vol. 195, Page 166 of the Deed Records of Bowie County,

THIS IS TO CERTIFY: that the plat hereon is a true representation of the property as determined by a survey on the ground, and that the lines and dimensions are as indicated by the plat and field notes, that all property corners and lot corners have been marked with pins, all known easements are as shown.

and Etoil Dowd

THIS IS TO CERTIFY: that I, C. L. Dowd, being the owner of a tract of land shown on this plat or map of CAK TERRACE, a subdivision of the CHARLES LEWIS HEADRIGHT SURVEY, A-330, Bowie County, Texas, caused same to be surveyed, platted, and subdivided as shown, and addition shall hereafter be known as CAK TERRACE, a subdivision



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•DESCRIPTION:

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All that certain 17.06 acre tract or parcel of land being a part of the CHARLES LEWIS HEADRIGHT SURVEY, A-330, Bowie County, Texas, said tract also being a part of a certain 125 acre tract conveyed by Colie E. Moore to Beulah Howell by warranty Deed recorded Vol. 76, Page 441 of the Deed Records of Bowie County, Texas; and being more fully described by metes and bounds as follows.

BEGINNING at a $\frac{1}{2}$ in. reinf. rod for the common corner to Lots No. 11, 12 and 19 in block No. 2 of HOWELL'S 2ND ADDITION to the City of Hooks, Bowie County, Texas, said POINT OF BEGINNING being 492.27 ft. North and 3501.43 ft. East of the Point of Intersection of the West boundary line of the Charles Lewis H. R. S. and the centerline of the main track of the T & P Railway;

THENCE: N 00° 22' 32" W 360.00 ft. with the East boundary line of said Howell's 2nd Addition to an iron pin; THENCE: N 00° 01' 28" E 249.66 ft. to an iron pin; THENCE: N 00° 38' 17" W 360.35 ft. to an iron pin at the most northerly Northeast corner of said Howell's Addition;

THENCE: S 89° 51' 04" W 489.81 ft. with the North boundary line of said Howell's 2nd Addition to an iron pin for a corner, at the South east corner of an Easement for street and utility lines conveyed by Edgar P. Howell, et al, to the City of Hooks, Texas, recorded Vol. 392, Page 130 of the Deed Records of Bowie County, Texas;

THENCE: N 00° 02' 59" W 496.83 ft. with the East boundary line of said Easement to a $\frac{3}{4}$ in. iron pipe found in place at the Northeast corner of said Easement same being the Southwest corner of Lot 1 in Block 3 of WILDWOOD SUBDIVISION, Hooks, Texas, same also being the North boundary line of the above mentioned Howell 125 acre tract recorded Vol. 76, Page 441 of the Deed Records, Bowie County, Texas;

THENCE: N 89° 57' 04" E 840.0 ft. with said South boundary line of Wildwood Subdivision and the North boundary line of Howell 125 acre tract to a $\frac{1}{2}$ in. iron pin for a corner;

THENCE: S 00° 15' 15" E 1422.81 ft. to a $\frac{1}{2}$ in. iron pin in the most southerly North boundary line of said Howell's 2nd Addition for a corner;

THENCE: S 89° 26' 00" W 350.00 ft. with said North boundary line to the POINT OF BEGINNING and containing 17.06 acres of land more or less; And SUBJECT TO an Easement to Southwestern Gas and Electric Company recorded Vol. 188 Page 139, Deed Records, Bowie County, Texas; And ALSO SUBJECT TO A RIGHT-OF-WAY conveyed to Arkansas Louisiana Gas Co. recorded Vol 195, Page 166 of the Deed Records of Bowie County, Texas.

THIS IS TO CERTIFY: that the plat hereon is a true representation of the property as determined by a survey on the ground, and that the lines and dimensions are as indicated by the plat and field notes and that all property corners and lot corners have been marked with iron pins, all known easements are as shown.

and Etoil Dowd

THIS IS TO CERTIFY: that J. C. L. Dowd, being the owner of a tract of land shown on this plat or map of (AK TENNACE, a subdivision of a part of the CHARLES LEWIS HEADRIGHT SURVEY, A-330, Bowie County, Texas, have caused same to be surveyed, platted, and subdivided as shown, and which addition shall hereafter be known as (AK TENNACE, a subdivision of a

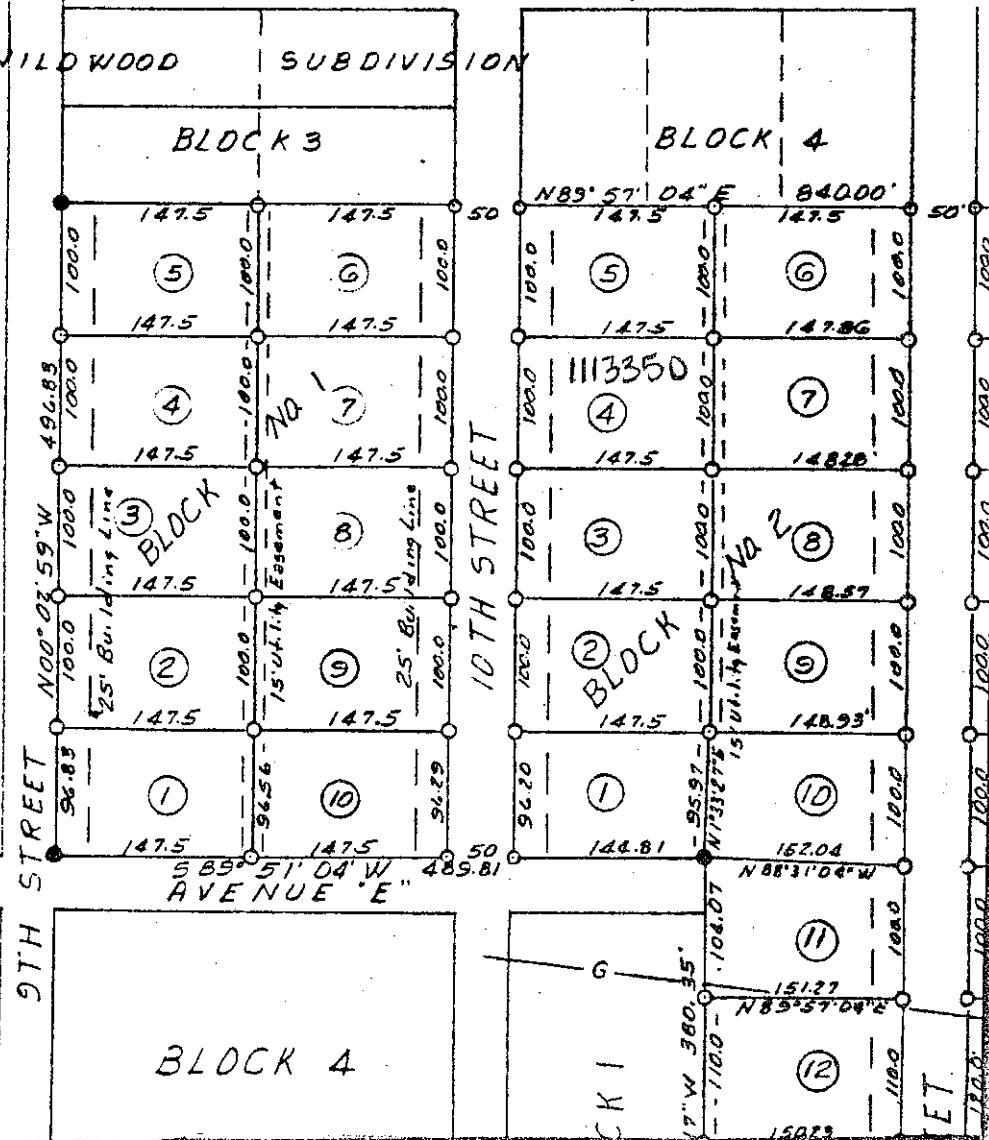
ARKLA GAS
PIPE LINE



WILDWOOD SUBDIVISION

BLOCK 3

BLOCK 4

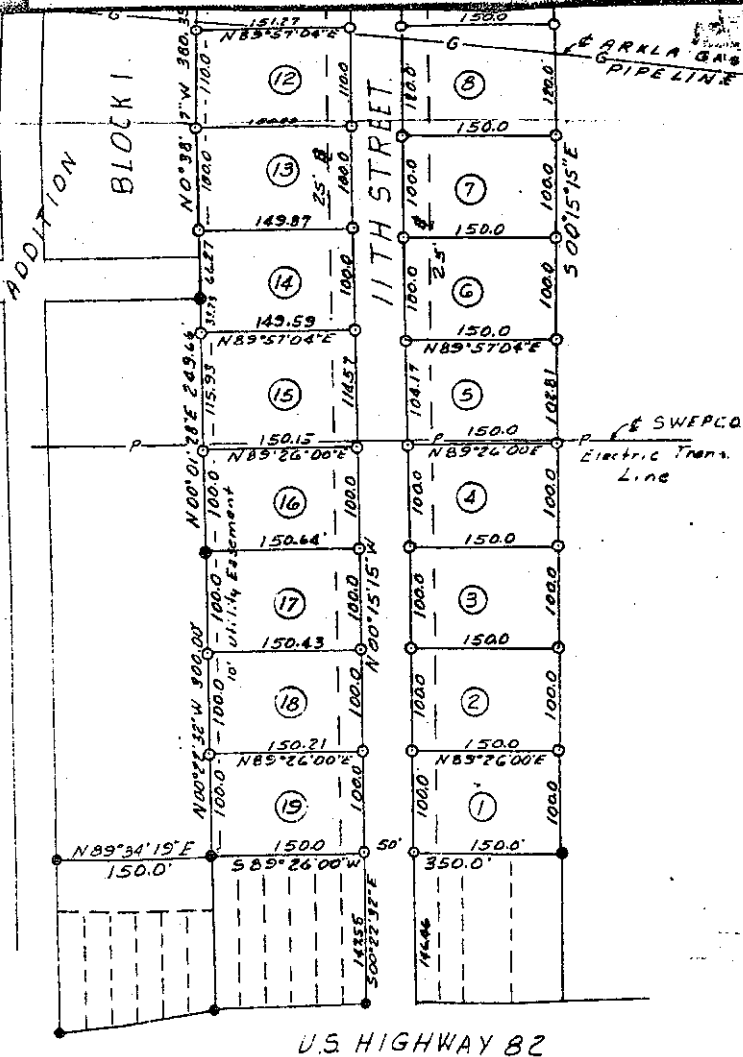


K 4

UE "D"

CK 3.2ND

HOWELL'S



THIS IS TO CERTIFY: that I, land shown on this plat or map of the CHARLES LEWIS HEADRIGHT caused same to be surveyed, addition shall hereafter be a part of the CHARLES LEWIS HEAD and by these presents the und in fee simple, the streets, r this instrument, the undersic thereon for drainage and util

*Certificate of App

We, the undersigned, do hereby a subdivision of a part of the Bowie County, Texas, together veyor's Certificate on the ssa the City of Hooks, Texas, for Certificate and Surveyor's Cer requirements in all respects, of May, 1987.

STATE OF TEXAS
COUNTY OF BOWIE

This instrument was acknowledged 1987, by C. L. DOWD and Etoil Dowd

My Commission Expires:



OAK
SUB
A
To
HOOKS, BO

Scale: 1 in = 10
Date: Februa

9 GA'S
LINE

and Etoil Dowd

THIS IS TO CERTIFY: that I, C. L. Dowd, being the owner of a tract of land shown on this plat or map of OAK TERRACE, a subdivision of a part of the CHARLES LEWIS HEADRIGHT SURVEY, A-338, Bowie County, Texas, have caused same to be surveyed, platted, and subdivided as shown, and which addition shall hereafter be known as OAK TERRACE, a subdivision of a part of the CHARLES LEWIS HEADRIGHT SURVEY, A-338, Bowie County, Texas, and by these presents the undersigned hereby dedicates to the public in fee simple, the streets, roads, and alleys shown on this plat and by this instrument, the undersigned hereby dedicates the easements shown thereon for drainage and utility purposes.

C. L. Dowd
Owner, C. L. Dowd

Etoil Dowd
Owner, Etoil Dowd

*Certificate of Approval by City Council

We, the undersigned, do hereby certify that the plat of OAK TERRACE, a subdivision of a part of the CHARLES LEWIS HEADRIGHT SURVEY, A-338, Bowie County, Texas, together with the Owner's Certificate and Surveyor's Certificate on the same were presented to the City Council of the City of Hooks, Texas, for its approval, that said plat, Owner's Certificate and Surveyor's Certificate being found to conform to the requirements in all respects, are in all things approved this 19 day of May, 1987.

WEPCO
Trans.

James B. Emswett
Mayor

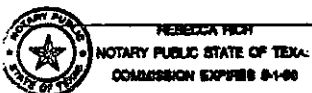
Joan Jeffers
Secretary

STATE OF TEXAS
COUNTY OF BOWIE

This instrument was acknowledged before me this 18th day of May, 1987, by C. L. DOWD and Etoil Dowd.

Rebecca Rich
Notary Public
State of Texas

My Commission Expires:



OAK TERRACE
SUBDIVISION
An Addition
To the City of
HOOKS, BOWIE COUNTY, TEXAS

A. M. Bonfield, Jr.
Texas Reg. Surveyor No 1656

Scale: 1 in = 100 ft.

Date: February 21, 1987