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00332992	DR	1263	138

DEED RESTRICTIONS

Applicable to owners of the property of **BIG OAKS**, a rural subdivision in Leon County, Texas, according to the plat thereof recorded in Vol 1232, Page 350, of the Official Records of Leon County, Texas, and Envelope No 198B of the Map/Plat Records of Leon County, Texas

- 1 Except as otherwise specified herein, the property shall only be used for residential or non-commercial recreational purposes
- 2 All construction shall be permanent residential, single-family structures and structures customarily appertaining to a residence, on a minimum of one (1) acre per residential structure (except for Lot 2, in Block 5, in Hidden Acres Subdivision)
- 3 No structure shall be erected or placed nearer than fifteen (15) feet to any property line (except for Lot 2, in Block 5, in Hidden Acres Subdivision)
- 4 No noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood
- 5 No trailer, tent, shack, garage, barn or other out-building erected on the tract shall at any time be used as a residence temporary or permanently, nor shall any structure of a temporary character be used as a residence
- 6 The ground floor area of the main structure of any dwelling, exclusive of one-story open porches and garages shall not be less than 1,200 square feet in the case of a one-story structure and not less than 900 square feet in the case of 1-1/2 and 2-story structures

The exterior material of the main structure on any tract shall be of brick, concrete siding, masonry, stucco, or their equivalent, and frame materials, but shall not be constructed in its entirety of frame materials. The plans, specifications, and design of the main structure shall be controlled by the Architectural Committee, as provided for in Paragraphs Numbered 8, 9 and 10 herein
- 7 No tract shall be used or maintained as a dumping area for rubbish. Trash, garbage or other waste shall be kept in containers which shall be kept in a clean and sanitary conditions
- 8 No structure shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any unless similarly approved
- 9 The Architectural Committee is composed of John Knight, Bonnie Robertson and Laverne Hill. 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 performed pursuant to this covenant. After December 31, 2015, the then record owners of the majority of the tracts included in these Deed Restrictions shall have the power through a duly recorded written instrument, to change the membership of the committee, terminate the committee and its functions or restore the committee to any of its powers and duties
- 10 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

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approve or disapprove with thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with

- 11 No sign of any kind shall be displayed to public view on any tract except on sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise during the construction period
- 12 Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. In addition to said household pets, one head of livestock per acre and animals for a 7 organized school project (such as FFA) may be kept, provided that said livestock premises shall be maintained in clean and sanitary condition, and that the keeping of any such pets or animals shall not violate the provisions of paragraph 4 herein

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then record owners of the majority of the tracts included in these Deed Restrictions it is agreed to change said covenants in whole or in part

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the tracts included in these Deed Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages including attorney fees for such violations.

Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions or covenants herein which shall remain in full force and effect

Elison Land Company, Ltd, a Texas Limited Partnership, acting by and through its general partner Megland Management LLC, a Texas Limited Liability Company,

Tom Holleman

Tom Holleman, Manager

STATE OF TEXAS §

COUNTY OF LEON §

This instrument was acknowledged before me on June 27, 2006, by Tom Holleman, Manager of Megland Management LLC, a Texas Limited Liability Company, general partner, on behalf of Elison Land Company, Ltd, a Texas Limited Partnership

Cynthia J. Page
Notary Public, State of Texas

