

FRANK B. BELDING AND
BARBARA ARLINE BELDING GIBSON

RESTRICTIVE COVENANTS

TO
THE PUBLIC

DATED: JANUARY 27, 1969

FILED: JANUARY 27, 1969

RECORDED: VOLUME 3, PAGE 68
PLAT RECORDS OF
PALO PINTO COUNTY,
TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF PALO PINTO §

WHEREAS, FRANK B. BELDING and BARBARA ARLINE BELDING GIBSON are the owners of 19.54 acres of land being a part of the GARCIA, MONTEZ, DUREN SURVEYS, Abstract No. 1540, all in Palo Pinto County, Texas, which has been platted by them into a Subdivision known as GAINES BEND SUB-DIVISION, Fifth Filing, by Map or Plat recorded in Volume 3, Page 68, of the Plat Records of Palo Pinto County, Texas; and,

WHEREAS, the said FRANK B. BELDING and BARBARA ARLINE BELDING GIBSON desire to place certain restrictive covenants on the Lots in said Subdivision for the protection of the Lessees of said Lots and for the purpose of enhancing the value and desirability of such Lots and in order to carry out a general plan for the development of said Subdivision for the benefit of each and every Lessee of the Lots in said Subdivision;

NOW THEREFORE, in consideration of the premises and in consideration of the mutual benefits accruing to the said FRANK B. BELDING and BARBARA ARLINE BELDING GIBSON and the persons hereafter leasing the Lots in said Subdivision, the following restrictive covenants shall be placed on, and hereby are placed on, the Lots in said Subdivision, and which shall constitute covenants running with the land, to-wit:

1. All of the Lots Nos. Two Hundred Forty-Seven (247) through Two Hundred Eighty-Six (286), inclusively, Block One (1), of the GAINES BEND SUBDIVISION in Palo Pinto County, Texas, as such Lots are shown on the Plat of record in the office of the County Clerk of Palo Pinto County, Texas, shall be single family residential lots, and no structure shall be erected on any such lots other than a single family dwelling and any such dwelling erected on each of such Lots shall contain a minimum of 1000 square feet, not including any attached garage, breezeway, or open porch. Each dwelling erected on each of such residential lots shall be constructed of stone, brick, stucco, masonry veneer, wood shingles, cedar or wood siding or glass for the exterior walls.
2. Building lines as shown on such referenced Plat shall be observed and no building shall be located nearer to

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the front or rear lot line or any side lot line than thereon shown; and provided further that with reference to side lot lines, whether or not the same be otherwise shown on such plat, in each and every event each building shall be at least 10 feet from each side lot line, it not being required in this connection that the building be equally distant from each side line.

3. No trailer, basement, mobile home, camp, tent, shack, garage, barn or other outbuilding erected on any such Lot shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be permitted thereon.

4. No fences shall be built on any lot extending closer to the front or to the side line of any lot than the building line as shown on the attached map and plat.

5. No spiritous, vinous or malt liquors, beers, wines or other intoxicants shall be sold or permitted to be sold upon any of such Lots, and no portion of any building on any such Lot shall be used as a nightclub or for any character of gambling, and no such Lot shall be used for any commercial purpose, and no such lot shall be used by any occupany or lessee in any manner as to create an annoyance or nuisance to the other occupants or lessees.

6. No oil or gas drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in such Lots, nor shall any oil wells, tanks be permitted thereon, it being expressly understood and agreed that all oil, gas and other minerals that are in, upon or that may be produced under said Lots have been expressly reserved in favor of the said Frank B. Belding.

7. No Lessee shall re-subdivide any such single family residential lot.

8. Undersigned reserves a perpetual easement in, on and under the Lots of the necessary widths for the purpose of laying, placing and maintaining utilities, and undersigned reserves a perpetual easement in, on and under the streets as shown on the attached Map or Plat, for the purpose of laying, placing and maintaining utilities, with the right to go upon such Lots and streets to place, erect, repair, maintain and remove utility installations without interference; and no building shall be erected over the part of a Lot where such ease is reserved.

9. Undersigned reserves the right to sell, transfer and assign all rights, easements, reservations and privileges herein provided.

10. All buildings erected or placed on any Lot shall provide conformity and harmony as to external design with existing structures in the Subdivision and as to location of the buildings with respect to topography and finished ground elevation and no existing structure or old building shall be moved onto any building Lot.

11. No noxious or offensive trade or activity shall be carried on, upon any Lot, or shall any thing be done thereon which may be or become an annoyance or nuisance to the other Lessees or the undersigned. No chickens, poultry or livestock of any kind shall be allowed on the premises. The undersigned expressly reserves the right to graze livestock and cattle on adjoining land owned by him and further reserves the right to graze livestock and cattle upon said Lots unless Lessees or occupants of said Lots provide a proper fence around each respective lot.

12. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be dumped or disposed of in specified areas designated by the undersign. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. All individual water-supply systems shall be installed in accordance with standards of the Texas State Board of Health, the Brazos River Authority, it being expressly provided that Lessees or occupants of said Lots will be responsible for obtaining permits from the Brazos River Authority to appropriate water from the Morris Sheppard Reservoir and paying all fees or bills therefor.

14. All sanitary sewage systems shall be installed in accordance with specifications of the Texas State Board of Health the Brazos River Authority and the undersign. The undersign will furnish each Lessee a copy of minimum specifications for said sanitary sewer disposal systems. No outside toilets shall be permitted to be erected on any of said Lots.

15. The undersign expressly reserves the right to grant any and all necessary easements on the said Lots for the purpose of providing electrical utility service to the respective Lots.

16. These covenants are to run with the land and shall be binding all all parties and all persons claiming under them for a period of twenty-five (25) 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 Lessees of the Lots has been recorded, agreeing to change said covenants in whole or in part.

17. In the event of violation or attempt to violate any of such protective restrictions and covenants, it shall be lawful for any other person or persons leasing any such Lot to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such restrictions and covenants, to either prevent such violation or to recover damages on account thereof.

18. Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the other such covenants, which shall remain in full force and effect.

WITNESS MY HAND this 27th day of January, 1969.

Frank B. Belding
Frank B. Belding

Barbara Arline Belding Gibson
Barbara Arline Belding Gibson

THE STATE OF TEXAS §

COUNTY OF PALO PINTO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared FRANK B. BELDING and BARBARA ARLINE BELDING GIBSON, 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 27th day of January, A. D. 1969.

Roberta L. Hansen
Notary Public in and for
Palo Pinto County, Texas.