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KEN McANINCH and	*	
GEORGE MIDDLEBROOK, III	*	
	*	DEDICATION AND RESTRICTIONS
TO	*	
	*	
KENBROOK NORTH ADDITION	*	
TOWNHOUSES	*	
THE STATE OF TEXAS	*	
	*	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF NACOGDOCHES	*	

KENBROOK NORTH ADDITION
TOWNHOUSES

In order to insure harmony in the character of building, and in order to maintain the suitability of the neighborhood for residential purposes, and in order to carry out a general plan for the protection, benefit, use and convenience of every purchaser of a lot or lots in the area designated as KENBROOK NORTH ADDITION TOWNHOUSES, within the City of Nacogdoches, Nacogdoches County, Texas, being the South 1/2 of Block 12 and the North 1/2 of Block 13 of the KENBROOK NORTH ADDITION, SECTION I, within KENBROOK NORTH ADDITION, SECTION I, as recorded in Volume 3, pages 5-7, Plat Records of Nacogdoches County, Texas, and each and every lot therein, Kenneth McAninch and George Middlebrook, III, do hereby on this 1st day of April, 1978, adopt the following protective covenants:

MINIMUM RESTRICTIONS

1. These covenants are to be covenants to run with the land and shall be binding upon all the parties hereto and all persons claiming under them for a period of 40 years from and after the 1st day of April, 1978, and all of said covenants and conditions shall thereafter be automatically extended for 10 years and thereafter for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots in such addition has been recorded agreeing to change such covenants in whole or in part.

2. Enforcements of these protective covenants affecting said conditions shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages. Any owner herein shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. If any part of this instrument, the covenants or conditions herein established be invalid, illegal or inoperative, for any reason, it is our intention that said invalid or illegal parts be revised to be valid or legal, or said inoperative parts be revised or interpreted in writing by the Architectural Control Committee to be operative, and that the remaining parts, insofar as possible and reasonable, shall remain in full force and effect.

4. No dwelling shall be erected or placed on any lot having a width or area less than that shown on the recorded Townhouse subdivision plat, and no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one townhouse of uniform construction.

5. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location and finish grade elevations of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, compatibility of exterior design with existing structures and environment, and as to location with respect to existing topography. Exterior walls of all townhouses shall be 60% brick veneer on the ground floor perimeter or some other exterior surface as shall be approved by the

Architectural Control Committee.

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All exterior paint shall be in conformity and approved by the Architectural Control Committee.

All roofs shall be constructed of composition, #1 Cedar shingles, slate, tile, rigid asbestos or such other roofing material of equal or better character and quality with same esthetic appeal. No roofs shall have a pitch of less than five (5) and twelve (12).

No fence shall be constructed or allowed to remain in front of the minimum building set-back line. No fence, wall, storeroom, playhouse, tree house or any type of separate structure shall be erected, placed or altered on any lot until construction plans and specifications showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, compatibility of exterior design with existing structures and environment, and as to location with respect to existing topography.

6. No building shall be located on any lot nearer than 35 feet to the back of the front property line.

7. No fence, wall, hedge or other planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 12 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8. No structure of a temporary character, trailer, tent, shack, garage, barn or other similar structures shall be used on

any lot at any time as a residence either temporarily or permanently.

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9. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building on to a lot and remodeling or converting the same into a dwelling unit in this subdivision.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

11. Trucks with tonage in excess of 3/4 ton shall not be permitted to park on the streets, driveways, or lots overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

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 oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

15. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a

clean and sanitary condition.

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16. No public streets may be opened on or across any of the said lots, nor will any drives be created thereon, other than private driveways for the purpose of serving the respective lot upon which the dwelling is built, and not otherwise.

17. No individual water supply systems shall be permitted on any lot, but each such townhouse as erected shall carry and sustain a water supply system to be connected to the water mains in said streets in accordance with the requirements of the City of Nacogdoches, and all such dwellings shall be equipped with the proper sewerage disposal system, which such sewerage disposal systems shall be designated, located and constructed in accordance with the requirements, standards and recommendations of the Texas State Department of Health and the City of Nacogdoches, and no such dwelling shall be built unless the same contains the proper water and sewerage disposal system. All sewerage disposal shall be connected to the sewerage disposal system provided by the City of Nacogdoches, and no individual systems shall be maintained.

IN WITNESS WHEREOF the parties hereto have set their hands and seal on this 11th day of April, 1978, for their mutual benefit and for the purposes herein established.

KENBROOK NORTH ADDITION
TOWNHOUSES

By: Ken McAninch
Ken McAninch

George Middlebrook, III
George Middlebrook, III

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THE STATE OF TEXAS *
COUNTY OF NACOGDOCHES *

BEFORE ME, the undersigned authority, on this day personally appeared KEN McANINCH and GEORGE MIDDLEBROOK, III, 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 on this, the 11th day of April, 1978.

Karen L. Rushton
Notary Public in and for
Nacogdoches County, Texas

Karen L. Rushton

FILED
NACOGDOCHES COUNTY
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STATE OF TEXAS
COUNTY OF NACOGDOCHES
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Nacogdoches County, Texas as stamped hereon by me, on

Hope Stepper
COUNTY CLERK



APR 25 1978
Hope Stepper
COUNTY CLERK
NACOGDOCHES COUNTY, TEXAS