Phase I

30654

COVENANTS AND RESTRICTIONS
ON AND FOR
A PORTION OF THE
BLAIR CREEK COVE ESTATES

COUNTY CLERK'S MEMO
PORTIONS OF THIS DOCUMENT NOT LEGIBLE AND/OR REPRODUCIBLE WHEN RECEIVED. BUT RECORDED AT CUSTOMER'S REQUEST.

DEPUTY

THE STATE OF TEXAS -

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF FRANKLIN -

WHEREAS, BLAIR CREEK COVE ESTATE, INC. (hereinafter referred to as "Developer") is the owner and developer of that certain portion described as Phase I, Blair Creek Cove Estates, Inc., according to the map and plat thereof filed of record, in the Surveyors Records of Franklin County, Texas (such plat, and any revisions supplements or additions thereto are incorporated herein by reference for all purposes); and

WHEREAS, for the purpose of creating and carrying out a uniform plan for the improvement and development of Phase I, Blair Creek Cove Estate, Inc, (including, but not limited to, preserving, so far as is practicable, the natural beauty of the property; minimizing the erection of poorly designed, unproportioned or unsuitable structures; encouraging harmonious architectural schemes; and advancing the highest and best development use of the property) Developer desires to implement the following restrictions, conditions and use limitations;

NOW, THEREFORE, Developer, in order to create and carry out a general and uniform plan for the development, improvement and use of lots within Phase I and for the benefit of the present and future owner(s) of said lots, does hereby adopt and establish the following covenants, conditions and restrictions which shall be applicable to all land within Phase I, Blair Creek Cove Estates, Inc. (hereinafter referred to as "the subdivision unit"):

(1) All lots in the subdivision unit shall be used, known and described a single-family residential lots No lot may be further subdivided smaller than one-half acre. No duplexes, apartments or other multi-family dwellings, structures or uses shall be permitted on any lot. No commercial activity or use shall be permitted on any lot except as may be approved by the Home Owner Association. Sale or resale of lots in this subdivision shall not be considered to be commercial activity. No soil shall be removed for any commercial use; any cutting of trees shall be

limited to the extent necessary for clearing a foundation site for construction, unless otherwise permitted in writing by the Developer and/or Home Owner Association. No outside toilet, cesspool or privy shall be erected or maintained on any subdivision lot, septic tank installation and sanitary plumbing shall conform to any and all requirements of the Texas State Department of Health. No camp fires shall be built or maintained on any lot except as approved by the Home Owner Association. 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 the same are not raised, bred or kept for any commercial purpose). No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other lot owners within the subdivision unit. No sign or signs shall be displayed to the public view on any lot except those signs approved by the Home Owners Association.

(2) No building or structure on any residential lot shall exceed two (2) stories in height. No building, dwelling or permanent structure of any type shall be erected on any residential lot within twenty feet (20') of the front property line, within five feet (5;) of the side property lines, or within ten feet (10') of the rear property line. This does not restrict the building of docks on Lake Lisa. Each lot shall be kept and maintained in a neat and orderly condition, with weeds, grass and/or unsightly growth properly controlled.

(3) Each residential dwelling constructed on any lot within the subdivision unit shall contain a minimum of one thousand two hundred (1200) square feet of covered floor area, exclusive of all porches, garages or breezeways attached to the main dwelling. No temporary structures, mobile home, modular home or prefabricated dwelling, or dwellings containing metal or asbestos exterior siding or tarpaper exterior roofs shall be permitted on any lot with the subdivision unit. All construction must be of new materials, except stone, brick, inside structural material or other materials used for antique decorative effect if such use is approved in writing by The Home Owner Association. No building, structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications, and a plot plan showing the location thereof, have been submitted to and approved by the Home Owner Association. Any building, structure or improvement commenced upon any lot shall be completed, as to exterior finish and appearance, within six (6) months from the commencement date.

(4) The Home Owner Association shall appoint one or more individuals to function as the representative of the owners of the subdivision unit lots. In the event of the death or resignation of such member, a successor will be appointed. Final construction or buildings plans and specifications shall be submitted in duplicate for approval or disapproval. If the designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, and if no suit to enjoin the construction is commenced prior to substantial completion of such construction, then approval shall be presumed.

(5) No sale, transfer, lease or disposition of any lot in the subdivision unit shall be consummated unless and until the name and address of the purchaser or transferee has been properly recorded on the books and records of the Developer or, if then in existence, the subdivision Home Owners Association. The drilling of any water wells within the subdivision unit is prohibited, save and except those drilled for any central water supply and distribution system.

(6) Each and every owner of any and all lots within the subdivision unit shall become a member of the subdivision Home Owners Association at the time such subdivision Home Owners Association is formed. Each and every owner covenants and promises to pay, to The Home Owners Association, when due, any and all dues and maintenance fees. Use of the common facilities within the subdivision shall be limited to the lot owners (and their families and guests) and the Developer (and its guests or invitees). Each and every owner of any and all lots within the subdivision unit covenant and agree that the Home Owners Association, and its successors and assigns shall have a lien upon the subject lot(s), inferior only to the lien for taxes and any duly recorded mortgage, to secure the payment of such dues and maintenance fees and any reasonable court and attorneys' fees incurred in connection with the collection of same.

(7) The Home Owners Association shall have the power and authority to amend these restrictive covenants.

(8) The covenants, conditions and restrictions herein shall constitute covenants running with the land and shall be binding upon Developer, its successors and assigns and upon all persons or entities acquiring property in the subdivision unit, whether by purchase, [illegible], devise, gift or otherwise, and each person or entity, by the acceptance of title to any lot within the subdivision unit, shall thereby agree and covenant to abide by and perform the covenants, conditions and restrictions as set forth herein. Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any residential lot in the subdivision unit, by of the Property Owner Association, or by the Developer, against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both, or to obtain such other relief for such violations as then may be legally available.

(9) Violation of or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any residential lot in the subdivision. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgement or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by governmental agency which may have jurisdiction over the subdivision unit, then such

governmental requirements shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in any lot within the subdivision shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all the covenants and restrictions set forth herein.

(10) Rural mail boxes for use in the subdivision shall conform to the standards as may be imposed by the Property Owners Association.

(11) Culverts for driveways shall be a minimum of eighteen feet in length. Each culvert will be a minimum of twelve (12) inches in diameter, galvanized, corrugated steel with an 18 gage minimum. Each culvert shall have a minimum cover of dirt or rock of three (3) inches.

(12) There is a ten foot (10') wide utility and drainage easement along the front and rear lot lines, and a four foot (4') utility and drainage easement along the side lot lines of each and ever lot with the subdivision.

(13) Lake Lisa - Lake Lisa is for the private use of the property owners whose lots are located on its shore lines. The cost of this lease back shall be prorated to each property owner based on size of each lot. Payment will be made to the Home Owner Assoication or to the Franklin County Water District if this can be arranged. This is in addition to lease back rental payment due on the lot purchased, if any. The developer will control stocking of fish in Lake Lisa up to the point that the Owners Association is formed.

All lots owners in Phase I shall have the right to the use of Lake Lisa. This right includes fishing from any public area and use of a boat on the lake. Access to the lake must be from your own property or any public area. Boats, canoe etc. will be limited to row boats and shall not be equipped with powered motors of any kind except that a small electric troll moter is allowed.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this 16 day of Oct. 1987.

COUNTY CLERK'S MEMO
PORTIONS OF THIS DOCUMENT NOT LEGIBLE AND/OR REPRODUCIBLE WHEN RECEIVED, BUT RECORDED AT CUSTOMER'S REQUEST.

DEPUTY

BLAIR CREEK COVE ESTATE, INC.

By: B. F. Ingram
Bill F. Ingram, President

VOL 203 PAGE 076

13 BCRES

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF FRANKLIN

This instrument was acknowledged before me on the 16TH day of October, 1987, by Bill F. Ingram, President of Blair Creek Cove Estate, Inc., a Texas corporation, on behalf of said corporation.

Walt Sears Jr.
Notary Public, State of Texas
Notary's printed name: WALT SEARS JR.
My commission expires: 6-24-1989

THE STATE OF TEXAS
COUNTY OF FRANKLIN

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 16th day of Oct., A.D. 19 87 at 4:30 o'clock P M., and was duly recorded by me on the 16th day of Oct. 1987 in Vol., 203, page 73, of the Deed Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in Mt. Vernon, Texas, the day and year last above written.

Wanda Johnson
Wanda Johnson, Franklin County Clerk
Mt. Vernon, Texas

By Mollie Eldridge, Deputy

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VOL 203 PAGE 073 Phase I

AMENDED
COVENANTS AND RESTRICTIONS
ON AND FOR
A PORTION OF THE
BLAIR CREEK COVE ESTATES

THE STATE OF TEXAS -

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WHEREAS, for the purpose of creating and carrying out a uniform plan for the improvement and development of Phase I, Blair Creek Cove Estate, Inc, (including, but not limited to, preserving, so far as is practicable, the natural beauty of the property; minimizing the erection of poorly designed, unproportioned or unsuitable structures; encouraging harmonious architectural schemes; and advancing the highest and best development used of the property) Developer desires to implement the following restrictions, conditions and use limitations;

NOW, THEREFORE, Developer, in order to create and carry out a general and uniform plan for the development, improvement and use of lots within Phase I and for the benefit of the present and future owner(s) of said lots, does hereby adopt and establish the following covenants, conditions and restrictions which shall be applicable to all land within Phase I, Blair Creek Cove Estates, Inc. (hereinafter referred to as "the subdivision unit"):

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limited to the extent necessary for clearing a foundation site for construction, unless otherwise permitted in writing by the Developer. No outside toilet, cesspool or privy shall be erected or maintained on any subdivision lot, septic tank installation and sanitary plumbing shall conform to any and all requirements of the Texas State Department of Health. No camp fires shall be built or maintained on any lot. 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 the same are not raised, bred or kept for any commercial purpose). No noxious or offensive activity shall be conducted or engaged in which is or may become a nuisance to other lot owners within the subdivision unit. No sign or signs shall be displayed to the public view on any lot except those signs approved by the property owners association.

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(5) No sale, transfer, lease or disposition of any lot in the subdivision unit shall be consummated unless and until the name and address of the purchaser or transferee has been properly recorded on the books and records of the Developer or, if then in existence, the subdivision property owners association. The drilling of any water wells within the subdivision unit is prohibited, save and except those drilled for any central water supply and distribution system.

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(7) The property owners association shall have the power and authority to amend these restrictive covenants.

(8) The covenants, conditions and restrictions herein shall constitute covenants running with the land and shall be binding upon Developer, its successors and assigns and upon all persons or entities acquiring property in the subdivision unit, whether by purchase, descent, devise, gift or otherwise, and each person or entity, by the acceptance of title to any lot within the subdivision unit, shall thereby agree and covenant to abide by and perform the covenants, conditions and restrictions as set forth herein. Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any residential lot in the subdivision unit, by of the Property Owner Association, or by the Developer, against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both, or to obtain such other relief for such violations as then may be legally available.

(9) Violation of or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any residential lot in the subdivision. Invalidation of any one of these covenants and restrictions, or any portion thereof, by a judgement or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these covenants and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by governmental agency which may have jurisdiction over the subdivision unit, then such

governmental requirements shall control. Any deed or legal instrument (except deeds of trust, mortgages or other similar security agreements) purporting to convey, transfer or assign any interest in any lot within the subdivision shall contain appropriate language to expressly subject the land within such conveyance, transfer or assignment to all the covenants and restrictions set forth herein.

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(12) There is a ten foot (10') wide utility and drainage easement along the front and rear lot lines, and a four foot (4') utility and drainage easement along the side lot lines of each and ever lot with the subdivision.

(13) Lake Lisa - Lake Lisa is for the private use of the property owners whose lots are located on its shore lines. The cost of this lease back shall be prorated to each property owner based on size of each lot, at the annual rate of approximately $50.00 per acre of lot owned. Payment will be made to the Developer or to the Franklin County Water District if this can be arranged by the Developer. This is in addition to lease back rental payment due on the lot purchased, if any.

All lots owners in Phase I shall have the right to the use of Lake Lisa. This right includes fishing from any public area and use of a boat on the lake. Access to the lake must be from your own property or any public area. Boats, canoe etc. will be limited to row boats and shall not be equipped with powered motors of any kind.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this 7 day of Sept. 1990.

BLAIR CREEK COVE ESTATE, INC.

By: B F Ingram
Bill F. Ingram, President

13 BCRES

27182

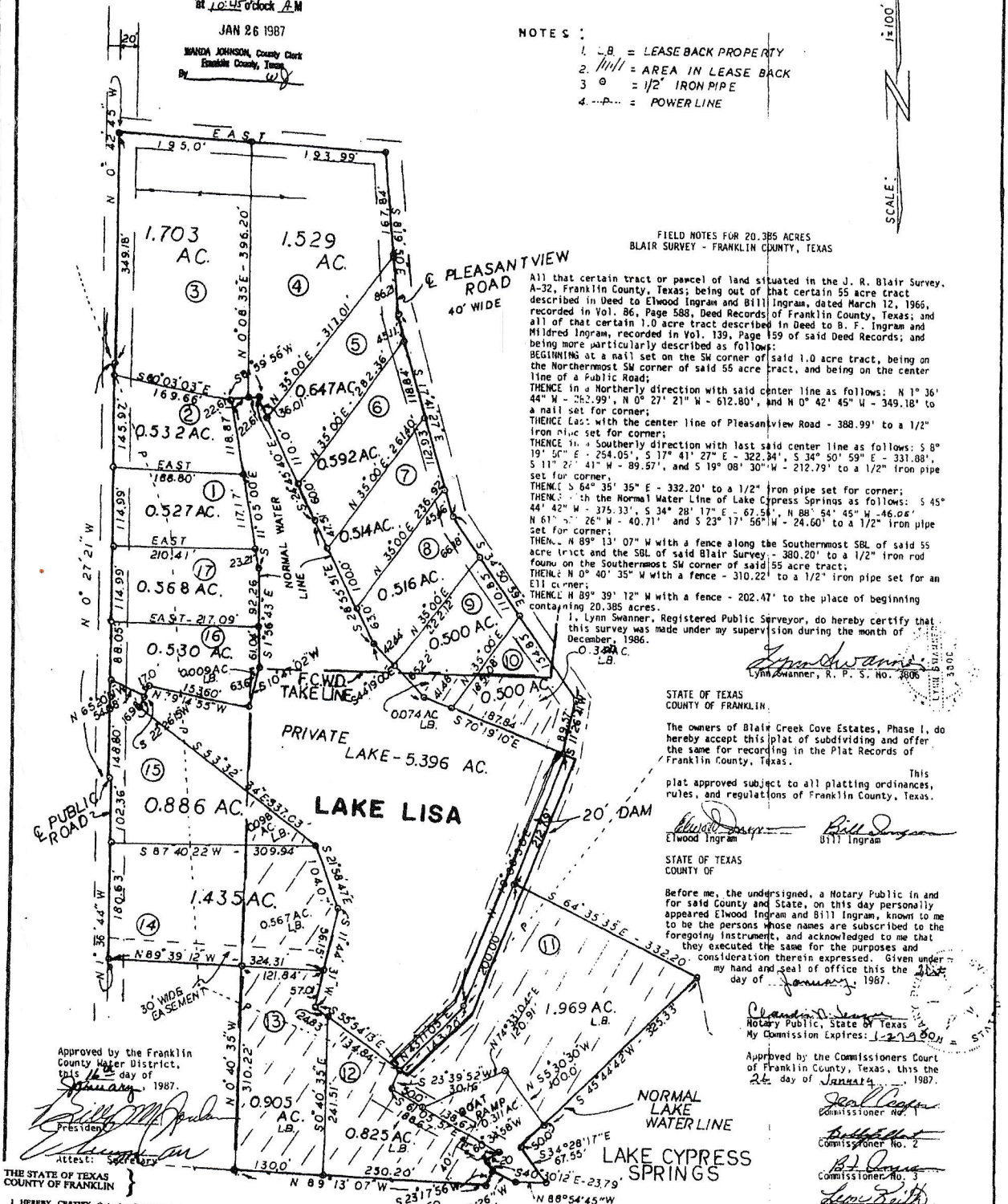
BLAIR CREEK COVE ESTATES

PHASE I

FILED FOR RECORD
at 10:45 o'clock A M
JAN 26 1987
WANDA JOHNSON, County Clerk
Franklin County, Texas
By

NOTES:
1. L.B. = LEASE BACK PROPERTY
2. //// = AREA IN LEASE BACK
3. ⊙ = 1/2" IRON PIPE
4. ---P--- = POWER LINE

SCALE: 1"=100'



FIELD NOTES FOR 20.385 ACRES
BLAIR SURVEY - FRANKLIN COUNTY, TEXAS

All that certain tract or parcel of land situated in the J. R. Blair Survey, A-32, Franklin County, Texas; being out of that certain 55 acre tract described in Deed to Elwood Ingram and Bill Ingram, dated March 12, 1966, recorded in Vol. 86, Page 588, Deed Records of Franklin County, Texas; and all of that certain 1.0 acre tract described in Deed to B. F. Ingram and Mildred Ingram, recorded in Vol. 139, Page 159 of said Deed Records; and being more particularly described as follows:

BEGINNING at a nail set on the SW corner of said 1.0 acre tract, being on the Northernmost SW corner of said 55 acre tract, and being on the center line of a Public Road;

THENCE in a Northerly direction with said center line as follows: N 1° 36' 44" W - 262.99', N 0° 27' 21" W - 612.80', and N 0° 42' 45" W - 349.18' to a nail set for corner;

THENCE East with the center line of Pleasantview Road - 388.99' to a 1/2" iron pipe set for corner;

THENCE in a Southerly direction with last said center line as follows: S 8° 19' 50" E - 254.05', S 17° 41' 27" E - 322.34', S 34° 50' 59" E - 331.88', S 11° 27' 41" W - 89.57', and S 19° 08' 30" W - 212.79' to a 1/2" iron pipe set for corner;

THENCE S 64° 35' 35" E - 332.20' to a 1/2" iron pipe set for corner;

THENCE with the Normal Water Line of Lake Cypress Springs as follows: S 45° 44' 42" W - 375.33', S 34° 28' 17" E - 67.55', N 88° 54' 45" W - 46.05' N 61° 52' 26" W - 40.71' and S 23° 17' 56" W - 24.60' to a 1/2" iron pipe set for corner;

THENCE N 89° 13' 07" W with a fence along the Southernmost SBL of said 55 acre tract and the SBL of said Blair Survey - 380.20' to a 1/2" iron rod found on the Southernmost SW corner of said 55 acre tract;

THENCE N 0° 40' 35" W with a fence - 310.22' to a 1/2" iron pipe set for an ell corner;

THENCE N 89° 39' 12" W with a fence - 202.47' to the place of beginning containing 20.385 acres.

I, Lynn Swanner, Registered Public Surveyor, do hereby certify that this survey was made under my supervision during the month of December, 1986.

Lynn Swanner, R. P. S. No. 3606

STATE OF TEXAS
COUNTY OF FRANKLIN

The owners of Blair Creek Cove Estates, Phase I, do hereby accept this plat of subdividing and offer the same for recording in the Plat Records of Franklin County, Texas.

This plat approved subject to all platting ordinances, rules, and regulations of Franklin County, Texas.

Elwood Ingram Bill Ingram

STATE OF TEXAS
COUNTY OF

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Elwood Ingram and Bill Ingram, 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 21st day of January, 1987.

Notary Public, State of Texas
My Commission Expires: 1-27-1990

Approved by the Franklin County Water District, this 26 day of January, 1987.

President
Attest: Secretary

Approved by the Commissioners Court of Franklin County, Texas, this the 26 day of January, 1987.

Commissioner No. 1
Commissioner No. 2
Commissioner No. 3
Commissioner No. 4

THE STATE OF TEXAS
COUNTY OF FRANKLIN

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 26th day of January A.D. 1987 at 10:45 o'clock A M., and was duly recorded by me on the 26th day of January in Vol. H, page 431 of the Surveyors Records of said County. Plat Cabinet # 139A.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in Mt. Vernon, Texas, the day and year last above written.

Wanda Johnson, Franklin County Clerk
Mt. Vernon, Texas
By Deputy

27182

VOL. H PAGE 432 PLAT CABINET # 139A

139n