

THE STATE OF TEXAS  
 COUNTY OF JEFFERSON

CERTIFICATE OF DEDICATION  
 AND RESTRICTIONS

WHEREAS, CARROLL E. LOWREY, JR. and NORMAN E. LOWREY, are the owners of a tract of land out of the WILLIAM C. DYCHES SURVEY, in the County of Jefferson, State of Texas, being a twenty-one and seventy-six-one hundredths (21.76) acre tract, more or less, and being more particularly described as follows, to-wit:

BEING a 21.76 acre tract of land in the W. C. Dyches Survey in Jefferson County, Texas and said 21.76 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron stake in the North right-of-way line of State Highway No. 105 and in the East line of the W. C. Dyches Survey and in the East line of the city limits of the City of Bevil Oaks, Texas;

THENCE North 0 degrees 01 minutes East with said East line and at 95.6 feet pass an old iron pipe locating the Southeast corner of the Collett Subdivision and continue a total distance of 2072.10 feet to a steel rod found for corner in the South line of Bevil Acres Addition;

THENCE South 72 degrees 33 minutes West with said South line 505.06 feet to a steel rod found for corner in the East line of a 9.87 acre tract of land;

THENCE South 0 degrees 01 minutes West with said East line and at 1824.0 feet pass an iron stake in the South line of the Collett Subdivision and continue a total distance of 1861.92 feet to an iron stake for corner in the North right-of-way line of State Highway No. 105;

THENCE South 83 degrees 03 minutes East with said North line 485.32 feet to the place of beginning containing 21.76 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, do hereby adopt this plat designating the hereinabove described property as LOTS 1 through 11, BLOCK 1; LOTS 1 through 17, BLOCK 2; and LOTS 1 through 12, BLOCK 3, of LOWREY PLACE, a subdivision of Jefferson County, Texas, and we, the undersigned, do further dedicate to the public use forever all streets, alleys, easements, public squares, land intended for public use, and other public property, together with the basic restrictions, conditions, covenants and limitations shown thereon.

It is intended that the lots shown upon the map and plat of said LOWREY PLACE, LOTS 1 through 11, BLOCK 1; LOTS 1 through 17, BLOCK 2; and LOTS 1

through 12, BLOCK 3, will be sold and used for residential purposes, and said subdivision and each lot thereof will be hereby subjected and encumbered with the following restrictions and provisions; and which restrictions shall be for the benefit of each and every parcel or lot of said subdivision; and shall constitute covenants running with the land and shall inure to the benefit of the owners herein, their heirs, successors and assigns, and to each and every purchaser of lots within said subdivision, to-wit:

(1) All of the lots in aforesaid addition shall be known and described as "RESIDENTIAL LOTS" and no structure shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached single-family dwelling house and other outbuildings incidental to any use of the aforesaid described lots and blocks. No dwelling shall be erected or placed on any lot having a width of less than seventy-five (75') feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 1200 square feet.

(2) Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, as to 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 lot nearer to any street than the minimum building setback line unless approved. Approval shall be as hereinafter provided in the following paragraphs.

(3) The Architectural Control Committee shall be composed of: Carroll E. Lowrey, Jr., 4101 Quaker Drive, Texas City, Texas; Norman E. Lowrey, Route 1, Box 700, Beaumont, Texas; and Harry V. Godbold, Route 1, Box 889, Beaumont, Texas. 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 repre-

sentative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, after a period of three (3) years from date of this instrument, 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 to it any of its powers and duties.

(4) 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 approve or disapprove within thirty (30) days after construction 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.

(5) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than ten (10') feet to any side lot line except that the side line restrictions shall not apply to a detached garage or other outbuilding located seventy (70') feet or more from the front lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(6) No residential structure shall be erected or placed on any building lot which is less than one lot as shown on the recorded plat.

(7) No garage or other outhouses or obstructions shall be erected nearer than seventy (70') feet to the front property line, unless in case of the garage when constructed as a component part of the dwelling house and corner lot, not nearer than fifteen (15') feet to the property lines of the side street as shown on the plat of the said addition, which the above blocks and lots are shown upon.

(8) If not of masonry construction, all structures shall before occupancy

be painted on the exterior with at least two coats of paint and shall have tile, gravel or shingle roof and the exterior thereof shall not be allowed or permitted to remain in an unfinished condition for a period longer than six (6) months.

(9) No outside toilets shall be installed or maintained on any premises and all buildings shall be connected with a sanitary sewer or septic tank constructed and installed in accordance with regulations provided by the City of Bevil Oaks or by Jefferson County or State of Texas, whichever has jurisdiction.

(10) The ground floor square feet area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet for a one-story dwelling, nor less than 686 square feet for a dwelling of more than one story, the minimum total square feet area for multi-story structure to be not less than 1,200 square feet.

(11) No noxious or offensive trade or activity shall be carried on or upon any of the blocks or lots of the said addition, nor shall anything be done which may become an annoyance or a nuisance to the neighborhood.

(12) No trailers, basement, tent, shack, garage, barn, or other out-buildings erected on the lots in the said addition shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(13) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No building of a permanent nature may be erected over and above said easements.

(14) These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1993, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the majority of the owners of the lots has been recorded agreeing to change the said covenants in whole, or in part.

(15) Signs. 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 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.

(16) Oil and Mining Operations. 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.

(17) Garbage and Refusal Disposal. 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.

(18) No animals, livestock or poultry of any kind shall be raised, or 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 purpose.


(19) Sight Distance at Intersections. No fences, walls, hedge or shrub planting which obstructs sightlines 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 twenty-five (25) feet from the intersection of the street lines or in the case of a rounded property corner from the intersection on the street property lines extended. The same sightlines limitations shall apply on any lot within ten (10') 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 distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sightlines.

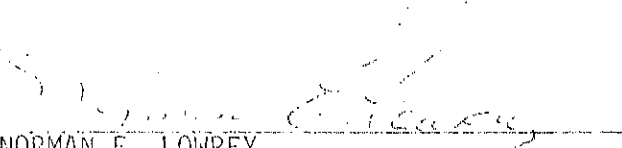
(20) If the parties hereto, or his heirs or assigns, shall violate or attempt to violate any of these covenants herein, it shall be lawful for any other person or persons owning any of said property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing so, or to recover the damage due for such violation.

(21) 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.

The above and foregoing restrictions and provisions shall apply to all lots and blocks as set forth in said plat on file and of record in the office of the County Clerk of Jefferson County, Texas.

EXECUTED this the 22<sup>nd</sup> day of August, A.D., 1977.

  
CARROLL E. LOWREY, JR.

  
NORMAN E. LOWREY

THE STATE OF TEXAS

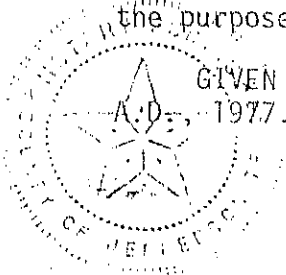
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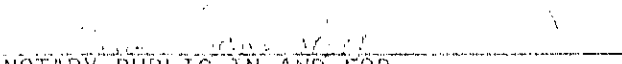
COUNTY OF JEFFERSON

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CARROLL E. LOWREY, JR. and NORMAN E. LOWREY, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22<sup>nd</sup> day of August, A.D., 1977.



  
NOTARY PUBLIC IN AND FOR  
JEFFERSON COUNTY, TEXAS