

COVENANTS & DEED RESTRICTIONS 7018 67

Chambers Point Subdivision, Section A

THE STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS, that Jackson Lake Properties Joint Venture, the owner of Section A of Chambers Point Subdivision as shown by the plat thereof duly recorded in Volume 6, Page 217-218, Plat Records, Navarro County, Texas, does hereby acknowledge, declare and adopt the following restrictions and covenants, governing the use and development of the property, which are hereby impressed upon the property covered hereby, subject to the provisions hereinbelow, and these restrictions and covenants shall run with the land, and its owners, their heirs, successors, grantees and assigns, and supersede and are in lieu of any prior restrictions, whether included in any deed or otherwise, on the property covered hereby:

1. There shall be established an Architectural Control Committee composed of three (3) members appointed by the undersigned to protect the owners of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein. If for any reason a member or members of said committee becomes unable or willing to function then a replacement member or members shall be selected from the lot owners in said subdivision immediately by the remaining member or members. All house plans shall be approved by a majority of the Architectural Committee.

68
Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, these restrictions.

2. All lots in said Chambers Point Subdivision shall be described, known, and used exclusively as single family residential lots and shall not be used for commercial, industrial or professional use. No building shall be erected or maintained on any residential lots in said subdivision other than a private residence, a private boat house, and a private garage for the sole use of the owner or occupant. Improvements in the lake easement area must be approved by the Tarrant County Water Board and these deed restrictions.

3. Prior to construction of any building, fence, or other structure two copies of the complete construction plans and specifications, and a plan showing the proposed location of the structure shall be submitted to and approved in writing by the Architectural Control Committee. Approval shall not be unreasonably withheld and Architectural Control Committee shall approve or reject within three weeks of submittal.

4. Subject to the other provisions herein. All construction must be of new material, except stone, brick, or other materials used for antique decorative effect if such use is approved in writing by the Architectural Control Committee. Wood exteriors shall be painted or stained with a least two coats of paint or stain. No sheet metal or tar paper type (roll) roofing or siding materials will be used on any structure except as approved by the Architectural Control Committee. The roof must be wood shingle or high quality composition shingle of at least 240 pounds per square. All buildings must have at least 60% combined brick and/or glass on exterior sides, unless otherwise approved in writing by the Committee. All buildings shall be completely underpinned and underskirted, with no piers or pilings exposed to view. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the Architectural Control Committee.

69
5. No building or structure exceeding two stories in height, except split-level, shall be erected on any lot unless approved by Architectural Control Committee, and each residence shall have a minimum floor area of 1,200 square feet, exclusive of porches, stoops, open or closed carports, patios or garages:

6. No chain link or other fence shall be permitted to extend in front of the front elevation of the house except decorative wood, stone, brick or iron grillwork unless approved by the Architectural Control Committee.

7. No building shall be located nearer to the side street line than 20 feet, or nearer to the side of lot line than 12 feet, or nearer to the rear lot line than 12 feet or below 320' level lake easement line. No building shall be located nearer to the front lot line than 40 feet.

8. No animals or birds, shall be raised, bred or kept on any lot, except household pets may be kept provided that they are to be in no way raised, bred, or kept for commercial purposes.

9. No outbuilding or garage shall be erected on any lot before a residence is constructed thereon, and no outbuilding, boathouse, basement or garage erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot, nor shall any residence of a temporary character be permitted. Travel trailers, motor homes and other recreational vehicles, all of which must contain their own sewage disposal facilities, and camping shall be permitted only until January 1, 1988. Occupancy of travel trailers, motor homes or camper trailers on a virtually full-time basis is not permitted. Tents and related camping equipment cannot remain unattended by lot owners or purchasers for more than twenty-four (24) consecutive hours. No mobile homes, portable houses, modular or pre-fabricated type homes shall be placed on any lot.

10. With written permission from the Architectural Control Committee, a boathouse may be erected prior to building a private residence. Any boathouse must be built out of brick or wood painted or stained with at least two coats. All docks and boathouses must meet the approval of the Tarrant County Water Board.

70

11. Each lot hereunder shall be kept clean and free of any weeds and debris such as will be in keeping with the other property and the community at any particular time. Upon failure to do this, Jackson Lake Properties Joint Venture or its successors or assigns may have the lot cleaned and the cost or expense thereof shall be payable by the lot purchaser to Jackson Lake Properties Joint Venture or its successors or assigns. This cost and expense shall be secured by a lien on the lot so involved hereunder. Nothing in this paragraph prohibits the construction of a residence on the lots hereunder provided other paragraphs hereof are complied with.

12. Easements are reserved along and within 8 feet of the rear lines of all lots hereunder, 10 feet of the front lot lines of all lots hereunder, and 10 feet of the side lot lines of all lots hereunder, for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. To the extent neither said construction, operation nor maintenance of any of the items mentioned in the next preceding sentence has commenced along any respective lot, "side lines of all lots" as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot, if the combined width of said contiguous whole and/or fractional lots is at least 50 feet at the widest portion thereof.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the easement area as long as such lines do not hinder the construction of buildings on any lots hereunder.

13. The undersigned and/or their designees may, on any lot and/or lots then owned by them, construct, maintain, use and allow to be

71
used by others, parks, swimming pools, playgrounds, community center buildings, boat launch ramp and dock, tennis courts, clubhouse, sales offices, water wells, and related pumping, storage, operation and maintenance facilities, and the like and numbered paragraphs 2, 3, 4, 6, 7, and 9 hereof shall not apply thereto.

14. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform to the requirements of the Health Department of Navarro County and the State of Texas the Texas Water Quality Board and the Tarrant County Water Board.

15. Any building, structure or other improvements, commenced upon any lot shall be completed as to exterior finish and appearance, within twelve (12) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of items or materials, (except during construction of a building), and all lots shall be kept clean and free of tall grass and weeds, boxes, rubbish, trash, inoperative cars, or other debris. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

16. No more than one residence may be constructed on any lot. Further, no lot shall be further subdivided except that fractions of lots may be separated to add to space of whole lots if the combination of whole and fractional lots is used as a single building site and if all other provisions of these subdivision restrictions are complied with. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors and assigns.

17. Rural mail boxes, when service becomes available, shall comply with U.S. Postal specifications.

18. A private swimming pool may be constructed, erected or installed on any lot in "the subdivision" as an adjunct facility to the

178
residence is located on such lot. The swimming pool shall be enclosed by fence adequate to prevent unauthorized access and gates in such fence shall provide security against such access. Liabilities of all kinds pertaining to a private swimming pool will rest upon the owner of the property it is situated on.

19. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein, or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceeding. "Person or entity" as used in the next proceeding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any other provision hereof, Jackson Lake Properties Joint Venture shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

20. Invalidation of any one or more of these covenants and restrictions by judgment of any Court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

13

EXECUTED this the 16th day of October, 1987.

JACKSON LAKE PROPERTIES JOINT VENTURE

BY [Signature]
John G. Jackson

THE STATE OF TEXAS)

)

COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared John G. Jackson known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Manager Venture of Jackson Lake Properties Joint Venture, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, as his own free and voluntary act and deed and as the free and voluntary act and deed of Jackson Lake Properties Joint Venture, a corporation organized and existing under the laws of the State of Texas.

374 October 1987. GIVEN under my hand and seal of office this the 16 day of



Bobbi Nesmith
Notary Public, Dallas County, Texas
Bobbi Nesmith



THE STATE OF TEXAS }
County of Navarro
I, JAMES F. DOOLEN, Clerk of the County Court in and for Navarro County,
Texas, do hereby certify that this instrument was FILED AND RECORDED at 2
o'clock PM 10-16 1987, in volume 1124 page 67
of the Records of Navarro County.

James F. Doolen
County Clerk, Navarro County, Texas