

300857

RESTRICTIONS

THE STATE OF TEXAS :

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ORANGE :

That, MOTT SUBDIVISION, represented herein by Dennis Roy Mott and Mary Lou Mott, of Jasper County, Texas, does hereby establish the following described property in the County of Orange and State of Texas, owned by it as a residential district, to-wit:

MOTT SUBDIVISION, a subdivision in Orange County, Texas, according to the map thereof of record in Volume 11 page 5, Map Records of Orange County, Texas, to which reference is made.

SAVE AND EXCEPT THEREFROM all of the oil, gas and other minerals in, on and under said premises.

MOTT SUBDIVISION, hereby dedicates to the public use the streets, easements, utilities and drainage easements as shown on said dedicated maps.

The following PROTECTIVE COVENANTS shall inure to the benefit of any and all owners or owner of property in the said MOTT SUBDIVISION, to wit:

RESTRICTIONS AND EASEMENTS

1. The tracts in the above described subdivisions in Orange County, Texas, shall be used for the purposes of private single family residences. No building or structure shall be erected within 50' of any of the front lines of any tract. No building or structure of any sort shall be built within 10' of the SIDE LINES of any tract. No structures shall be erected or placed on any tract unless built of solid permanent materials with pleasing exteriors. No structure shall have tar paper, rolled brick siding, or similar material on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent in permanency. Sewage disposal systems shall be of a type approved or recommended by the state and local Departments of Health, and shall be maintained by the Purchaser at all times in a proper sanitary condition. The exterior of any structure constructed on any tract shall be completed within six (6) months from date of commencement of construction. Dwellings shall contain not less than 500 feet of floor space, exclusive of porches or garages.

2. Fencing shall be permitted on property lines, but it should be noted that there is a 10' utility easement on front and back of all tracts and 7-1/2' on the sides. Any fencing shall be done in a neat, orderly, professional like manner.

3. A lot owner may camp or erect a tent or camper on his lot for temporary use not to exceed a period of 14 days.

4. Mobile homes, including travel trailers used as mobile homes, may be placed on and used upon the land only if they are in good repair, of recent model, and of attractive design and appearance. All mobile homes must be under-skirted within 60 days with material matching or in contrast with the exterior of the mobile home.

5. For ten (10) years from the date hereof, the land shall be used only for residential and agricultural purposes, with no non-farming commercial usage.

6. Livestock or poultry shall be permitted if properly caged and maintained. Saddle stock and cattle will be permitted at one (1) head per $\frac{1}{2}$ acre maximum.

7. No portion of the land shall be used as a dumping ground for rubbish or trash, and the land shall be kept clean and free of any boxes, rubbish, trash, junk cars, or other unsightly items incompatible with residential and farming usage. No outside toilet or privy shall be erected or maintained on the land.

8. For ten (10) years from the date hereof, the land shall not be further subdivided into tracts of less than two acres.

9. If the owner of the land shall violate any of the provisions of these restrictive covenants, any owner governed by these conditions or covenants herein shall be entitled to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such cotenant and either prevent him or them from so doing or to receive damages or other dues for such violation, or both.

10. Invalidation of any one or more of these covenants and restrictions by judgement of any Court shall in nowise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

11. The provisions hereof shall run with the land and be binding for a period of ten (10) years from the date hereof, at which time all provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to expiration of any such period the then owners of 60% of the lots in the subdivision shall have executed and recorded an instrument changing the provisions herein.

12. All dwellings must be placed parallel or perpendicular to the front property line.

EXECUTED this th 20 day of July, 2006.

MOTT SUBDIVISION

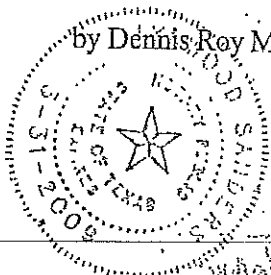
By *Dennis Roy Mott*
Dennis Roy Mott

By *Mary Lou Mott*
Mary Lou Mott

THE STATE OF TEXAS :

COUNTY OF ORANGE :

This instrument was acknowledged before me on this 29 day of July, 2006,
by Dennis Roy Mott and Mary Lou Mott.



Lynwood Sanders
Notary Public, State of Texas

FB&RT;
Sanders & Sanders
PO Box 519
Orange TX 77631

③ 13.00 + 11.00

FILED FOR RECORD

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KAREN JO YANCE
COUNTY CLERK
ORANGE COUNTY, TEXAS
Karen Jo Yance DEPUTY