

COOK HILL SECTION RESTRICTIONS

SHERWOOD SHORES VIII

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF BELL §

That Antelope Shores, Inc., a Texas corporation, being the legal and equitable owner of Cook Hill Section of Sherwood Shores VIII, situated in Bell County, Texas, as shown by the map or plat thereof duly recorded in Vol. 2, Page 187W, Plat Records of Bell County, Texas, does hereby acknowledge, declare and adopt the following restrictions which shall be a covenant on the title to all property in said Cook Hill Section of Sherwood Shores VIII exclusive of public dedicated property for roads, viz:

1. No building shall be erected or maintained on any lot in said Cook Hill Section of Sherwood Shores VIII other than a private residence and a private garage for the sole use of the owner or occupant except that trailer houses may be placed and maintained on the lots numbered as follows: 499 to 509, both inclusive; 511 to 522, both inclusive; 531 to 543, both inclusive; 547 to 563, both inclusive; 563-A; 564 to 581, both inclusive; 581-A; and 582 to 593, both inclusive.

2. Except for house trailers on the above numbered "trailer lots" no old, used, existing building or structure of any kind and no part of an old, used, existing building, or structure shall be moved onto, placed on or permitted to remain on any lot, and all construction shall be of new material.

3. Each residence shall have a minimum floor area of 600 square feet exclusive of porches, stoops, open or closed carports, patios or garages, except waterfront lots fronting on government property which shall have a minimum floor area of 750 square feet exclusive of porches, stoops, open or closed carports, patios or garages.

4. Except for trailers on said "trailer lots", 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 harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

5. The Architectural Control Committee shall be composed of three (3) members appointed by Antelope Shores, Inc., for the betterment and improvement of the subdivision.

6. No fence shall be permitted to extend nearer to the street than the minimum set back line hereinafter provided.

7. No residential structure shall be located nearer to the front line than 20 feet, or nearer to the side street than 10 feet, or nearer to the lot line or rear lot line than 5 feet. In the event purchaser owns two or more lots, five foot easement shall apply to outermost lot boundaries.

8. No animals or birds, other than household pets, shall

be kept on any lot.

9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

10. Easements are reserved along and within five feet of the rear line, or ten feet wherever the lot is contiguous to a street or government property line, or ten feet of front line, and five feet of side lines of lots wherever designated on the map of the property for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, 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.

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

11. 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 periods.

12. No outside toilet or privy shall be erected or maintained. All sanitary plumbing shall conform with the requirements of the Health Department of Bell County, Texas, and the State of Texas.

13. An assessment of \$15.00 per lot per year shall run against each lot on said property for the maintenance of the roads and park areas designated on the plat of the property and shall be payable to Antelope Shores VIII yearly beginning September 1, 1969, covering each lot on the property. The lien securing such assessment shall be subordinate to any lien which may be created voluntarily hereafter.

14. If the owner of any lot or any other person shall violate or attempt to violate any of the restrictions herein contained, it shall be lawful for any other person or persons owning an interest in any real property situated in said Cook Hill Section of Sherwood Shores VIII to institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions, and either to prevent him or them from violating or attempting to violate any such restrictions and/or to recover damages or other restitution for such violation.

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15. Invalidation of any one or more of the 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.

IN WITNESS WHEREOF, Antelope Shores, Inc., has caused these presents to be executed by its undersigned duly authorized officers, this the 15th day of October, 1969.

ANTELOPE SHORES, INC.

BY: George L. DeArmond
President

ATTEST:

Gene M. Sharp
Secretary

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared George L. DeArmond, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as President of Antelope Shores, Inc., a Texas Corporation, for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of October, 1969.

Loretta D. Garcia
Notary Public in and for Grayson County,
LORRETTA D. GARCIA Texas.

FILED FOR RECORD THIS THE 16 DAY OF OCTOBER, 1969 at 10:30, A M

MRS. RUBY MCKEE, COUNTY CLERK
BELL COUNTY, TEXAS.

BY: J. Houston DEPUTY