

**THE STATE OF TEXAS**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF POLK**

THAT WE, the undersigned, being sole Owners of the lands and premises described as follows:

BRIDGEVIEW Subdivision, Section One, a subdivision of 67.859 acres out of the JOHN JOHNSON and REUBEN LYNCH SURVEY in Polk County, Texas, as shown on the recorded plat thereof recorded in Volume 9, pages 20 and 21, of the Plat Records of Polk County, Texas, (hereinafter referred to as "Subdivision") have established and by these presents do establish the following restrictions, on the improvement, use and sale of said property, which shall apply equally to all the lots in the said subdivision as herein stated, and are for the mutual protection and benefit of all future owners in said subdivision to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision until November 1st, 2010 A.D., whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided to-wit:

**RESERVATIONS**

1. There shall be reserved the utility easements and drainage easements as shown on said plat of said subdivision and an easement over all streets for the purpose of installing, using, repairing, and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipelines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of future construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement rights-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference, with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid. There is also reserved for the use of all utility companies an unobstructed aerial easement ten (10') feet wide from a plane fifteen (15') feet above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for underground electric facilities.
2. Owners reserve unto Owners, their heirs, administrators, and assigns, the exclusive right at all times to use any and all area reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or water supply system, and its appurtenances, to service, furnish or supply this subdivision with water.

3. There is reserved unto Owners, their heirs, administrators and assigns, and to the owners of residential tracts in said subdivision all areas designated as "COMMUNITY RESERVE" on the plat of said subdivision as community ownership. "COMMUNITY RESERVE" shall be under the supervision of the Architectural Committee hereinafter constituted which said Committee for the purposes of beautification and conformity shall approve any structures or improvements in the same manner as provided for residential tracts. The Architectural Committee shall be entitled to use all necessary and reasonable means in avoiding the use of said property, residential, commercial, or recreational areas by the public at large, and thereby restrict the use thereof and in the furtherance thereof such use shall remain subject to supervision of the Architectural Committee herein. Reserves constituting the "COMMUNITY RESERVE", and as reflected by the aforesaid plat, shall be for the sole and exclusive use of lot owners in BRIDGEVIEW, and all future sections in this subdivision, and their house guests, to the exclusion of the general public at large and the maintenance and use thereof shall be under the exclusive control and supervision of the Architectural Committee.

### **RESTRICTIONS**

For the purpose of setting forth a substantially uniform plan of development, Owners of the said subdivision (Section One of said BRIDGEVIEW Subdivision), do hereby covenant and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such land subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators, and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described, Save and Except the Community Reserves which shall not be in any manner restricted hereby unless specifically referred to.

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until November 1st, 2010, A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the tract has been recorded, agreeing to change said covenants in whole or on part.

2. If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Owners, their heirs, administrators, or assigns, to enter and abate such violation with out liability, or they, their heirs, administrators, or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

**4.** No building shall be erected, placed or altered on any building tract in this subdivision until the plans, specifications and plat plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the Architectural Committee composed of MARK THOMPSON, FRED BROOKS, and BILLY HOWARD, or by a representative designated by a majority of the members of said committee, the remaining members shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and in the event said committee fails to approve or disapprove such plans within such time, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

**5.** The Architectural Committee shall have the same authority over the COMMUNITY RESERVE areas, and no structure or improvement shall be placed thereon except as a community project and upon approval of the committee.

**6.** No outside privies or toilets shall be permitted in the subdivision. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage disposal system. The central sewage disposal system, whether publicly owned or privately owned or operated will be made available to all property owners at which time all owners shall connect their premises thereto for sewage disposal paying the established rates and all connection fees or charges therefore at their expense.

**7.** The drainage of sewage into a road, street, ditch or any waterway either directly or indirectly is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving the subdivision.

**8.** No tract other than the areas marked as "COMMUNITY RESERVE and COMMERCIAL RESERVE", shown on the plat of said subdivision filed for record, shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, apartment houses, boarding houses, hotels and all other commercial uses and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered placed or permitted to remain on any residence tract other than one detached single family dwelling and a private garage for not more than three (3) cars.

**9.** No residence shall be located nearer than twenty (20) feet to any front lot line. No residence shall be located nearer than (5) five feet to any side or back lot line. All residences are to front on the street on which such tract faces with exception of lakefront tracts.

**10.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. A nuisance shall include but, not be limited to: no more than one truck not larger than one (1) ton, parked on lots or roads or permanently kept on the property and motor vehicles not properly licensed by the state of Texas. Four, Three and Two

wheel, all terrain vehicles are prohibited in said subdivision unless written authorization is obtained from the Architectural Committee of BRIDGEVIEW.

**11.** No rubbish, brush, junk or old cars, or anything shall be stored, or left standing on any tract that would offend anyone with normal sensitivity.

**12.** No structure of a temporary character, trailer, mobile house, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence either temporarily or permanently.

**13.** No residential structure shall be placed on a residential tract in Section 1, Block 1, Lots 16 - 54 (lakefront), in said subdivision unless its living area is a minimum of One Thousand Two Hundred (1200) square feet of floor area exclusive of porches and garages. No residential structure shall be placed on a residential tract in Section 1 of said subdivision (not including lakefront lots herein stated) unless its living area has a minimum of One Thousand (1000) square feet of floor area exclusive of porches and garages. No residential structures shall be erected with more than two (2) stories in said subdivision.

**14.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except dogs, cats, or other household pet. Pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

**15.** No sign of any kind shall be displayed to the public except signs used by the developers in the original sale of lots in said subdivision or signs used by builders to advertise the property during the construction and sale period. Approved signs located within the said subdivision shall be no larger than three (3) feet by five (5) feet in size and attached to its own stake/s or pole.

**16.** No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. Garbage and waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

**18.** No building with an unfinished wood exterior shall be erected, grown or maintained on any part of any tract forward of the front building line, except lakefront tracts. No fence, wall hedge or detached improvement shall be erected, grown or maintained in excess of six (6) feet in height in said subdivision.

**19.** Outside construction of all residences shall be completed within four (4) months from the date of beginning construction unless such period is extended in writing by the Architectural Committee.

**20.** No boat docks, piers, boat houses, boat storage sheds, slips, pilings, or rip-rap shall be constructed, placed or excavated until plans and specifications shall be approved in writing by the Architectural Committee.

**21.** No boats or trailers may be parked in front of the front building line of any tract.

**22.** Upon completion of all planned improvements in said subdivision however, not later than December 31, 1985, which is the ultimate completion date, the purchasers shall be liable for a maximum maintenance charge of \$50.00 per year for each lot for the purpose of creating a fund to be known as "BRIDGEVIEW MAINTENANCE FUND" to be paid by the owner of each lot in conjunction with a like charge to be paid by the owner of other lots in BRIDGEVIEW, the same to be secured by Vendor's Lien upon such lot, and such sum shall be paid at the time of completion of all improvements and notification thereof, and on the same date annually thereafter to the Architectural Committee of BRIDGEVIEW, and said charge and lien are hereby assigned to such Committee; such annual charge may be adjusted from year to year by said Committee as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$10.00 per month unless agreed to be a majority of the lot owners. Funds arising from said charge shall be applied so far as is sufficient towards the payment of maintenance expenses incurred for any or all of the following purposes: lighting, improving and maintaining the streets, employing policemen and watchmen, caring for vacant lots and construction of clubhouse facilities, playgrounds, boat basins and other similar recreational facilities, and doing any other things necessary or desirable in the opinion of said Committee to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgment of said Committee in expenditure of said funds shall be final so long as such judgment is exercised in good faith. All conveyances of lots shall be subject to such maintenance charge and by acceptance of his deed or contract for deed, each purchaser consents and acknowledges that developers shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from maintenance funds.

EXECUTED this 14<sup>th</sup> day of May, 1985

Herbert Vestal, Owner, Bridgeview

Recorded in Polk County, Texas, Volume 495, Page 693-696