

010020

RESTRICTIONS WITH REFERENCE TO SUMMER PLACE, SECTION V

THE STATE OF TEXAS, )

COUNTY OF LIMESTONE ) KNOW ALL MEN BY THESE PRESENTS:

That CLASSIC, INC., being the owner of SUMMER PLACE, SECTION V, a subdivision in Limestone County, Texas, as shown on a plat of said subdivision recorded as Plat #266, of the Plat Records of Limestone County, Texas, does hereby impress all of the lots included in such subdivision with the following restrictions which shall constitute covenants running with the land, to-wit:

1. No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighbor.
2. Disposition of human wastes and other sewage shall be by sewer facilities as licensed by the Brazos River Authority and built in accordance with the latest standards and criteria established by the Texas Department of Health.
3. No lot shall be used for any purpose other than residential or non-commercial recreation.
4. No lot shall be used for any commercial purpose or in connection with any commercial, professional or business activity to which the general public is invited.
5. All construction shall be of a permanent residential nature and shall consist of no less than 1000 square feet of living area; shall be finished in good quality siding (no tar paper, rollback siding or similiar materials), and asphalt or equivalent for roofing.
6. No structure of a temporary character, mobile home, trailer or portable building shall be placed upon the property, either temporarily or permanently, except temporarily in connection with residential construction.
7. No hunting shall be permitted on the property, nor shall the discharge of firearms thereon be permitted.
8. No cows, horses, pigs, or hogs, sheep, goats, poultry or other animals or livestock shall be kept, bred, or maintained on any portion of the property. Dogs and cats may be kept or maintained on the property, but not for commercial purposes.
9. No trash, ashes or other refuse may be thrown or dumped on any tract; no tract shall be used for the storage of cars, trucks, machinery or materials of any kind.
10. Docks and facilities on the lake must be installed and maintained in accordance with the Brazos River

Authority Regulations for Governance of Lake Limestone.

11. A utility easement is reserved five feet (5') either side of each interior lot line for water, electric service and other utility service lines;
12. No structure shall be constructed closer than twenty-five feet (25') to the front property line, nor closer than five feet (5') feet to a side property line. Reference is made to the Brazos River Authority Regulations for Governance of Lake Limestone for restrictions on onstruction below certain designated elevations or within certain designated horizontal distances from the lake. Sideline distance restrictions and sideline utility easements shall not apply in the event of common ownership of more than one lot, however, no more than one residential unit per lot may be constructed on any group of lots under common ownership. In such instances, the sideline restrictions shall be five feet (5') from the sidelines of the total common ownership.
13. No building or other structure including, but not limited to fencing, homes, garages, storage buildings, "out buildings", boathouses, piers and bulkheading shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the structure, have been approved by the architectural control committee. The architectural control committee is composed of FRANK THURMOND, JR., TIMOTHY VAN THURMOND, and DAVID COOPER THURMOND. A majority of the committee may designate a representative to act for it. In the event of the 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 representative, shall be entitled to any compensation for services performed pursuant to this covenant. After ten (10) years from date of this instrument, then the record owners of the majority of the lots shall have the power, through 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.

The committee's approval or disapproval as required in these covenants shall be required in writing. In the event the committee or its designated representatives, fail to approve or disapprove within thirty (30) days after 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. The residence or building, however, must be constructed in compliance with all other of the restrictive covenants herein set out.

The address of this committee is: c/o Classic, Inc., 1700 Barak Lane, P. O. Box 3904, Bryan, Texas 77805.

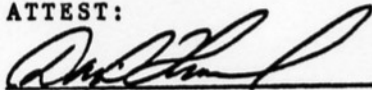
**ENFORCEMENT:** The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all

restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

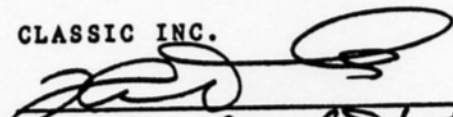
**SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

**DURATION AND AMENDMENT:** These covenants, restrictions, and conditions shall be binding upon all Owners of lots in said subdivision, their heirs, legal representatives, and assigns for a period of twenty-five (25) years from the date hereof, after which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the lots in said subdivision has been recorded in the Deed Records of Limestone County, Texas, agreeing to change said covenants in whole or in part, and no act or omission by the Owner of the subdivision, its successors or assigns, or by the Owners of the lots, shall be a waiver of the operation or enforcement of these restrictions and conditions.

ATTEST:

  
\_\_\_\_\_  
Notary Public


CLASSIC INC.

  
\_\_\_\_\_  
Vice President

THE STATE OF TEXAS  
COUNTY OF BRAZOS

The foregoing instrument was executed this the 29 day of July, 1997, by Frank Thurmond III, Vice President of Classic Inc., a Texas corporation, on behalf of said corporation and in the capacity therein stated.



  
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Notary Public, State of Texas

FILED FOR RECORD  
27 AUG - 1 AM 10:  
SUE LOWN  
COUNTY CLERK  
LIMESTONE COUNTY, TEXAS  
