

DR 915

180

THE STATE OF TEXAS :
COUNTY OF HOOD :

KNOW ALL MEN BY THESE PRESENTS:

SKY ENTERPRISES, INC., a Texas Corporation, ("Dedicator") is the owner of real property in Hood County, Texas, including the lands specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes, a map of which is also attached hereto, as Exhibit "B" and incorporated herein for all purposes.

WHEREAS, Dedicator desires to subdivide and plat said real property and other lands, in installments, from time to time, as an orderly development with areas in these or other lands hereafter platted by Dedicator for single family residences, area for condominiums, areas for apartments, areas for commercial development, areas for mobile home park, areas for marinas, and areas for recreational and other uses, with their allied facilities;

NOW, THEREFORE, Dedicator does hereby adopt the attached map and plat, Exhibit "B", as its plan for subdividing said lands hereafter known as Lots 15 to 33 inclusive, Block 2, and Lots 1 to 14 inclusive, Block 16 in SKY HARBOUR, SECTION TEN, an Addition to the City of Houston, TEXAS.

Streets designated on said plat and map, Dedicator, its successors and assigns, and the owners of the various lots in SKY HARBOUR ADDITION with ingress and egress to the area and are to be used as private ways, and no right of the public generally shall be acquired in any of said streets. Dedicator reserves to itself, its successors and assigns, the right to convey said easements or rights therein to the owners of the lots in SKY HARBOUR ADDITION called "The Association" for the benefit of said proper Dedicator, or its assigns, for the purpose of ingress and egress to and from the lands shown on Exhibit A on the plat of said lands at the expense of the owners of the lots in SKY HARBOUR ADDITION. Dedicator, its successors and assigns, shall provide for the maintenance of said streets.

For the purpose of assuring the orderly and uniform development of such property as a residential district of desirable character and in order to carry out a general plan of development for the benefit of each purchaser of a lot or lots in said blocks of said Addition, the following restrictions upon the use of said property are hereby established, and the land shown on the attached map is held and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth:

1. Definitions:

(a) The word "lot" as used herein is intended to refer to a single piece or parcel of land shown as a lot on the attached map or of a lot and part of an adjoining lot or lots.

(b) A "Corner lot" is one whic

(c) The words "building line" on the attached map or plan, or the line designated as "building line" on the attached map or plan, shall be read as "setback line" herein, or as changed by the undersigned in accordance with the provisions of the Ordinance.

(d) The word "residence" as used in this section 5, shall include porches, enclosed attached garages, detached garages and attached servant's quarters, as well as breezeways and every integral part thereof, including but not limited to balconies, portecocheres and architectural appurtenances such as cornices, bay windows and the like.

(e) The word "Association" as used in the SKY HARBOUR OWNERS ASSOCIATION, is for the maintenance of the Addition, the application of the Addition, the application of these restrictions, the enforcement of these restrictions, and as herein-after set out, and in this Addition.

2.

(c) be const. (c) used, (c) pract.

No boats, trucks, camping trailers, or unsightly vehicles shall be stored or kept for the purpose of repair on any lots or drives, except in enclosed garages, or storage facilities protected from the view of the public or other residents of the above described land.

(b) ' No lot and no residence or outbuilding located thereon shall ever be used for other than a single family residence or purposes incidental thereto, except that the undersigned may use any residence as a temporary office and for such length of time as is necessary in connection with the development of this and other additions heretofore or hereafter dedicated by the undersigned.

(c) No garage, boathouse, or outbuilding on any lot shall be used as a residence or living quarters, temporarily or otherwise, except by servants engaged on the premises.

(d) Each lot shall be kept free of trash, garbage, rubbish, and weeds. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All fires must be enclosed safely.

In the event this covenant is violated and the result is an eyesore or fire hazard is the result, the undersigned, at its discretion, perform the work necessary and levy such costs against the lot owner.

(e) No fence or structure shall be placed or permitted to be formed by the street or the intersection of a street. The same shall be placed at the intersection of a street. No tree shall be placed at such intersections.

unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(f) The construction or maintenance of billboards, poster boards or advertising structures of any kind on any part of any lots is prohibited, except signs not exceeding five (5) square feet in size advertising property for sale or rental.

(g) No lot shall be subdivided without approval of the Dedicator; however, Dedicator expressly reserves the right to subdivide any lot in said addition so long as it shall hold title thereto.

(h) No oil drilling, development, or refining, or quarrying or mining operations of any kind shall be permitted upon any lot.

(i) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

(j) No noxious or offensive activity shall be carried on on any lot, nor shall any nuisance be created thereon.

(k) No tank for the storage of oil or other fluid may be constructed or maintained on any lot above the surface thereof.

(l) No radio, television towers or aerial wires shall be maintained over any part of any lot not occupied by a structure, and all such must be approved in writing by the undersigned prior to erection.

(m) No improvements shall be so constructed on any lot so as to interfere with the easement of record of the Brazos River Authority to flood, overflow, or inundate portions of said lots, and no improvements shall be constructed at or below 693 feet above mean sea level without prior approval by the Brazos River Authority.

(n) All applicable rules and regulations of the Brazos River Authority, their successors and agents, shall be applied with. No structure except boathouses, docks or any fill used to extend the property beyond the original shoreline shall be constructed on front property, nor shall any construction, or any other structure, be constructed on the property. All construction of docks, piers, or other structures shall be subject to the approval of the Association, and no structure shall be constructed within 10 feet of the water or 66 feet in width nor more than 10 feet wider.

(o) No use shall be made of the premises so as to result in the draining or dumping into Granbury Lake or its watershed of any refuse, sewage, or other material which might tend to pollute its waters. All lavatories, toilets, and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks, and lateral lines constructed to comply with the specifications of the Brazos River Authority, and governmental authorities having jurisdiction, and no "outside" or surface toilets shall be permitted under any circumstances. All lavatories, toilets, and bath facilities shall be completely installed and functioning before a building is occupied. When and if a sewage treatment plant and collection system for the service of the premises is provided it shall be used as the sole means of sewage disposal for such premises.

(p) The use or discharge of firearms is expressly prohibited within said addition.

(q) No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.

3. Construction of Residence, Garages and Outbuildings:

(a) Residences:

(1) Every residence erected on any lot or plot shall front on the street on which it is located unless the undersigned approves in writing a different frontage.

(2) Every residence on a corner lot or plot shall front on the street designated by the Dedicator and shall present a good appearance on the other street on which it is located.

(b) Outbuildings: Outbuildings shall be of design and construction similar and comparable to that of the residence. No outbuilding shall exceed the residence, unless with the consent of the Dedicator.

(c) Swimming pools shall not be located less than five feet to any lot line and shall not project more than ten feet above the established grade.

4. Approval of Plans:

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 Dedicator as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topograph and finish grade elevation. In the event the Dedicator, or its designated representative, fails 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 shall be deemed to have been given. A copy of all such plans, specifications and other written information required by the Dedicator shall be left with it after the same have been approved.

5. Required Size of Residence:

(a) No residence having a floor area of less than 700 square feet shall be erected on Lots 15 thru 33 incl. of Block 2.

(b) No residence having a floor area of less than 700 square feet shall be erected on any lot in Block 6.

(c) In the event that a dwelling is erected which is a one and one-half or two-story structure, the area of the ground floor shall have a minimum area equal to two-thirds of the area of the lot set out above.

(d) By "floor area" is meant the floor area of the residence as shown on the plans as filed in this Section 5, detached houses, servant's quarters, boat-houses, main dwelling, detached or unattached, etc.

6. Setbacks:

Each lot shall have a front setback line, a rear setback line, and side setback lines. The setbacks shall be located as follows: front setback line, twenty feet; rear setback line, twenty feet; side setback line, ten feet.

provided further that in any event each building shall be at least six (6) feet from each side lot line.

(b) Connected or unconnected but not enclosed porches, balconies, portecocheres, terraces, cornices, bay windows, spoutings, chimneys and other customary architectural appurtenances may be extended beyond the building lines a distance of not to exceed five (5) feet.

(c) Dedicator reserves the right to change in writing any building lines shown on the attached map or the setback from the side lines hereinabove set out of any lot or plot so long as it holds legal title to such lot or plot and likewise reserves the right to make such changes with the consent of the owner of the property involved after it has parted with the title to such property. In no event shall such building lines be changed by more than five (5) feet without the consent of the adjoining property owners.

7. Easement Reserved:

An easement five (5) feet in width is hereby reserved along all sides of each lot as may be necessary for the installation and maintenance of utilities and lines. Dedicator reserves the easements designated on the attached map for the purpose of constructing and maintaining and permitting the construction and maintenance of pipe lines, conduits, telephone, telegraph and electric light poles and other equipment necessary to the supply of any public utility service. Fences, walls and hedges, but no building or structure of any other character may be erected and maintained on such easements, provided (1) that such fences, walls and hedges, do not interfere in any way with the use of such easements (2) that such public utilities may at any time without liability to the owner, remove any such fence, wall or hedge where the removal of the same is incidental to the performance of its public service. Dedicator shall have the right to vacate the easement upon application provided such vacation shall not prevent the use of the easement for any such easement to any other purpose.

8. Right of Dedicator:

Dedicator reserves the right to alter or change as it may see fit by amended declaration or otherwise, the location of any property shown on the attached map not before recorded, and to change the size of

the Association and to pay when due, such dues, fees, and charges as the Association shall find necessary for the maintenance of the facilities and services, including but not limited to the maintenance of roads, ways, parks, channels, marine facilities and any other services and benefits which the Association may provide for the benefit of the lots, facilities, and members. 51 percent of the voting stock of the Association shall be retained by Dedicator until such time as the voting rights shall be transferred to the membership at large, in accordance with the by-laws of the Association.

(b) This requirement may be waived by Dedicator in the case of lending institutions that may bid said property in at any foreclosure sale brought by them without regard to such membership restriction, nor shall it apply with respect to a transfer of such property pursuant to a duly probated will or by virtue of intestacy, pursuant to the Statutes of the State of Texas. In the event of refusal to pay such dues, fees and charges of the Association or in the event of a transfer of title by virtue of foreclosure, probate of will or intestate succession, Dedicator, its successors or assigns, shall have an absolute right and option to purchase said lot from the transferring owner or any such transferee or transferees in the event they shall decide to sell, transfer or convey the same at the same price and on the same terms as the good faith offer to purchase acceptable to the Association.

(c) By the acceptance of this deed, each owner of a lot in the SKY HARBOUR Addition, each Grantee, his heirs, assigns, and successors, shall hereby covenant and agree that the Association, its successors, and assigns shall have a lien upon the subject lot or lots, to secure the payment of the aforementioned dues, fees, and charges, including court costs and reasonable attorney's fees incurred in the collection of the same, it being agreed and understood that this agreement shall be in addition to and not in lieu of any other security agreements, and applicable to all lots. The Association may enter into the Association.

(d) Each owner of a lot in the SKY HARBOUR Addition, said Grantee, his heirs, assigns, shall be assessed the sum of \$0.00 per month for maintenance and

(417)
417

operations of the Association's services and facilities until Dedicator has transferred the voting rights in the stock to the membership at large; thereafter, such assessment shall be determined by the Association in accordance with its by-laws, and neither Dedicator nor any corporation or other entity with substantially the same ownership and control as Dedicator shall ever be assessed by the Association for any unimproved lot owned by it or transferred to a corporation or other entity with substantially the same ownership and control.

10. Right to Enforce:

(a) The restrictions herein set forth are imposed upon each lot and plot of land for the benefit of each and every other lot and plot, shall constitute covenants running with the land, and shall inure to the benefit of and be binding on the Dedicator, its successors and assigns, and each and every purchaser of, and person acquiring any interest in, any part of such land, and their heirs and assigns, and all persons acquiring any of the land covered by these restrictions shall be taken to agree and covenant to conform to and observe all such restrictions as to the use of said land (no restrictions or covenants herein set forth shall be binding on any corporation, person or persons except in respect to breaches committed during the time such corporation or person owns or has an interest in said land or part thereof, and the Dedicator, its successors and assigns, and the owner or owners of any part of such land and of any interest therein, acting jointly or severally, shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance, of, the restrictions and covenants above set forth in addition to the ordinary legal action for damages, and the failure of any one or all of such persons to enforce any such restriction herein set forth at the time of its commission shall be deemed to be a waiver of the right of any person to enforce the failure of any one or all of such persons to enforce them as to any and all other lots and plots, and the failure of the Dedicator to enforce any such covenants or restrictions give rise to a cause of action against any person.

(b) Every Association hereunder, its successors or assigns, shall have the right to sue for and obtain an injunction to prevent the breach of, or to enforce the observance, of, the restrictions, covenants, and conditions to enforce foreclosure

of any lien therein granted, and said suit to be filed in any court of competent jurisdiction and with venue to be in Hood County, Texas.

11. Right to Assign:

Dedicator reserves the right to sell, transfer and assign all rights, easements, reservations and privileges herein provided.

12. Duration:

All of the restrictions and covenants herein set forth, save as the same may be changed pursuant to the provisions of this dedication, shall continue and be binding upon the undersigned, its successors and assigns, and all parties claiming by, through or under it until January 1, 1990, provided that the owners of the legal title to land accounting for more than fifty (50) percent of the area covered by this dedication and subsequent dedications and amended dedications of SKY HARBOUR ADDITION, may at any time after ten (10) years from the date of this instrument, by written document, duly executed, acknowledged, and recorded in the Deed Records of Hood County, Texas, from time to time release any one or more of the restrictions or conditions herein set forth as to any lot or lots herein dedicated, such instrument to become effective from the date of recording. All restrictions and covenants affecting lots herein dedicated from such date for successive periods of ten (10) years each, subject to the right to change the same pursuant to the provisions of this dedication.

EXECUTED this the _____ day of _____, 1972.

By: _____ Ident

ATTEST:

Anna L. Goble
Secretary

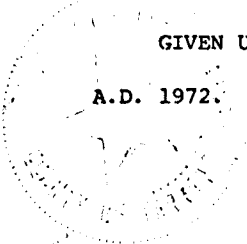
THE STATE OF TEXAS :

COUNTY OF TARRANT :

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Olen W. Yandell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SKY ENTERPRISES, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of April, .

A.D. 1972.


Anita Lindler
Notary Public in and for Tarrant County,
Texas.

FILED FOR RECORD APRIL 13, 1972 at 11:00 A. M.

RECORDED APRIL 13, 1972 at 4:00 P. M.

BY:

Davis Dyer

Deputy

BRUCE PRICE, COUNTY CLERK
HOOD COUNTY, TEXAS