

THE STATE OF TEXAS X
COUNTY OF LIVE OAK X

VOL 241 PAGE 263

KNOW ALL MEN BY THESE PRESENTS, that we, Robert L. Stapleton and Hilbert H. Kopplin of Live Oak County, Texas, being the owners of ten (10) acres of land in the Wm. O'Docharty Survey, Abstract No. 33, within the city limits of the City of Three Rivers in Live Oak County, Texas, have subdivided said ten (10) acres of land into a subdivision consisting of blocks, lots, streets and alleys, known as Geneva Heights Addition in the City of Three Rivers in Live Oak County, Texas, according to a plat prepared by Earl A. Dillon, Registered Public Surveyor, and recorded in Volume 3, Page 28, of the Plat Records of Live Oak County, Texas, to which map or plat and its record reference is here made for all purposes, including the location of said ten (10) acres of land, and we, the said Robert L. Stapleton and Hilbert H. Kopplin, hereby declare that all of said Geneva Heights Addition in the City of Three Rivers in Live Oak County, Texas, is hereby restricted as hereinafter set forth and is held and shall be conveyed subject to the following restrictions, reservations and covenants, to-wit:

RESTRICTIONS, COVENANTS AND CONDITIONS
FOR GENEVA HEIGHTS ADDITION IN THE CITY
OF THREE RIVERS IN LIVE OAK COUNTY, TEXAS

1. Land use and building type: All of the lots in said Sub-division as above described except Lot No. Fourteen (14) in Block One (1) and Lot One (1), Lot Two (2) and Lot Twelve (12) in Block Two (2) shall be used for residential purposes only and no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two stories in height, a private garage for cars used by the inhabitants used in the dwelling on such lot and not to exceed two accessory residential storage buildings. Lot Fourteen (14) in Block One (1) and Lot One (1), Lot Two (2) and Lot Twelve (12) in Block Two (2) may be used for residential or lawful business purposes

VOL 241
PAGE 264

except no junk or salvage yards shall be located or operated thereon nor shall any alcoholic beverages be sold thereon for consumption thereon. No mobile homes, trailer homes or temporary dwellings of any kind shall be allowed on any of the lots in said subdivision.

2. Dwelling size and quality: No dwelling shall be permitted on any lot that has a ground floor area of the main structure thereof, exclusive of one (1) story open porches and garages, of less than 1,000 square feet. All dwellings shall be of a quality of workmanship and materials customarily found in permanent type dwellings. No used dwellings or buildings shall be placed or permitted to remain on any lot in said subdivision.

3. Building location: No building shall be located on any lot nearer than thirty-five (35) feet to nor farther than forty-five (45) feet from the front street lot line nor nearer than three (3) feet to the side property line. No trees shall be planted nor permitted to grow within ten (10) feet of the streets or alleys in said subdivision.

4. Lot area and size: No lot shall be subdivided into smaller lots nor shall any dwelling be erected on less than one lot.

5. Nuisances: No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. Temporary structures: No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

7. Livestock and poultry: No animals, livestock or poultry of any kind or type 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. However, on Lot Eleven (11) in Block Two (2) livestock except hogs may be kept for family use or 4-H. or school projects.

8. Signs: No sign of any kind shall be displayed for public view on any lot except Lot Fourteen (14) in Block 1 (1) and Lots One (1), Two (2) and Twelve (12) in Block Two (2) 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 sign used by a building contractor to advertise the property during the construction and sales period.

9. Oil, gas and mining operations: No oil or gas drilling, oil and gas development operations, oil or gas refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oilwells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick nor any structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. Garbage and refuse disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers and all such equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

11. Sewerage: No septic tanks, cesspool or private sewerage system shall be allowed on any lot. All dwellings must be connected to the public sewerage system of the City of Three Rivers.

12. Water supply: No individual water supply systems shall be permitted on any lot.

13. General provisions: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time 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 has been recorded, agreeing to change said covenants in whole or in part.

14. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or

to recover damages.

15. Severability: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed at Three Rivers in Live Oak County, Texas, this the 12th day of September, 1972.

Robert L. Stapleton
Robert L. Stapleton

Hilbert H. Kopplin
Hilbert H. Kopplin

THE STATE OF TEXAS X
COUNTY OF LIVE OAK X

BEFORE ME, the undersigned authority, on this day personally appeared Robert L. Stapleton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of September, 1972.



Arleta E. Taylor
Notary Public, Live Oak County, Texas

THE STATE OF TEXAS X
COUNTY OF LIVE OAK X

BEFORE ME, the undersigned authority, on this day personally appeared Hilbert H. Kopplin, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of September, 1972.



Arleta E. Taylor
Notary Public, Live Oak County, Texas