

OHANNUBY, TEXAS

DEDICATION AND RESTRICTIONS

OF

HOLIDAY ESTATES

THE STATE OF TEXAS X
COUNTY OF HOOD X

The Acton Company, a corporation, duly organized and existing under the laws of the State of Texas, acting herein by and through its duly authorized officers, being hereinafter referred to as "Dedicator", is the owner of all of the following described land, to wit:

Being a tract or parcel of land out of the GEORGE W. LANG SURVEY, Abstract A-328, situated in Hood County, Texas, and being more particularly described as follows:

BEGINNING at a point in the Northwesterly line of said Lang Survey, 2146.0 feet North 59 degrees, 41 minutes East from the Northwest corner of said Survey;
THENCE North 59 degrees, 41 minutes East 1413.2 feet;
THENCE South 32 degrees, 30 minutes East 20.19 feet;
THENCE South 87 degrees, 48 minutes East 416.68 feet;
THENCE South 30 degrees, 19 minutes East 142.31 feet;
THENCE South 87 degrees, 48 minutes East 349.63 feet to the beginning of a curve whose center bears South 2 degrees, 12 minutes West 366.45 feet;
THENCE Southeasterly with said curve through a central angle of 75 degrees, 54 minutes, a distance of 485.44 feet to the end of said curve;
THENCE South 11 degrees, 54 minutes East 168.0 feet to the beginning of a curve whose center bears South 78 degrees, 06 minutes West 406.5 feet;
THENCE Southerly with said curve, through a central angle of 37 degrees, 27 minutes, a distance of 265.7 feet to the end of said curve;
THENCE South 25 degrees, 33 minutes West 80.0 feet to the beginning a curve whose center bears North 64 degrees, 27 minutes West 374.9 feet;
THENCE Westerly with said curve, through a central angle of 66 degrees, 39 minutes, a distance of 436.11 feet to the end of said curve;
THENCE North 87 degrees, 48 minutes West 404.0 feet;
THENCE North 2 degrees, 12 minutes East 400.0 feet;
THENCE South 87 degrees, 48 minutes East 375.0 feet;

THENCE North 2 degrees, 12 minutes East 202.0 feet;
THENCE North 87 degrees, 48 minutes West 395.0 feet;
THENCE North 63 degrees, 35 minutes, 15 seconds West 135.75 feet;
THENCE North 30 degrees, 19 minutes West 274.37 feet;
THENCE North 87 degrees, 48 minutes West 168.4 feet;
THENCE South 30 degrees, 19 minutes East 785.0 feet;
THENCE South 59 degrees, 41 minutes West 390.0 feet;
THENCE North 30 degrees, 19 minutes West 785.0 feet;
THENCE South 59 degrees, 41 minutes West 50.0 feet;
THENCE South 30 degrees, 19 minutes East 635.0 feet;
THENCE South 59 degrees, 41 minutes West 390.0 feet;
THENCE North 30 degrees, 19 minutes West 635.0 feet;
THENCE South 59 degrees, 41 minutes West 50.0 feet;
THENCE South 30 degrees, 19 minutes East 500.0 feet;
THENCE South 59 degrees, 41 minutes West 390.0 feet;
THENCE North 30 degrees, 19 minutes West 705.0 feet to the Place of Beginning, and containing 42.5806 acres, more or less.

Dedicator does hereby adopt the map attached hereto as its plan for subdividing the same to be known as:

- Lots 1 through 16, inclusive, Block 1;
 - Lots 1 through 20, inclusive, Block 2;
 - Lots 1 through 24, inclusive, Block 3;
 - Lots 1 through 33, inclusive, Block 4; and
 - Lots 1 through 18, inclusive, Block 5,
- HOLIDAY ESTATES, being a subdivision of a portion of the G. W. Lang Survey, A-328, Hood County, Texas.

And it hereby declares that all lots are held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth.

Dedicator herein desires to create and carry out a uniform plan for improvement, development and sale of all the lots in the addition known as Holiday Estates, for the benefit of the present and future owners of said lots and for the protection

of property values therein; and to that purpose dedicator hereby adopts and established the following declarations, reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the above described land, including the dedicated roads, avenues, streets and waterways therein; each contract or deed which may be hereafter executed with regard to any of the lots in the above described addition shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

1.

No old, used, existing buildings 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. All construction is to be of new material. Building materials must be of brick, stone, wood, block, asbestos or aluminum siding and wood, block, asbestos or aluminum siding must be painted and maintained as such if not of permanent finish. No roll siding of any kind may be used.

2.

Each residence shall have a minimum floor area of 800 square feet, inclusive of porches, stoops, attached open or closed carports, or garages.

3.

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.

4.

Each purchaser shall comply with all local, County and State health laws and regulations and no outside toilets shall be erected or maintained.

5.

No trailers, shacks, tents, street cars, busses or any other structures that might constitute a public nuisance including

inferior or non-conforming type structures shall be permitted on any lots in said subdivision. All fire hazard precautions shall be taken by lot owners.

6.

No particular lot shall have more than two (2) title owners at any one time unless approved by the present owners of said subdivision.

7.

There shall be a setback requirement of all structures of at least 10 feet from the front property line and a minimum of 5 feet from any side line or adjoining property owner line. All structures shall be completed within 180 days after construction thereof is started.

8.

All lots shall be used for residential purposes only.

9.

No animals or birds, other than household pets, will be permitted.

10.

None of the aforementioned lots may be divided and resold as two or more lots, except with the written consent of the undersigned Dedicator, its successors and assigns; provided, however, the undersigned Dedicator may divide any of said lots before they are sold. In the event a lot or lots are divided, these restrictions shall apply to any such divided lot.

11.

Easements are reserved along and within 10 feet of the front line, and 5 feet of the side lines of all lots in this subdivision 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 and egress from and across said premises to employees of said

utilities. Said easement to also extend along any owner's side property line in case of fractional lots.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 5 foot wide strip as long as such lines do not hinder the construction of buildings on any lots in this subdivision.

12.

No lot shall be used or maintained as a dumping ground for rubbish, 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 materials shall be kept in a clean and sanitary condition.

13.

If the owner of any lot in said subdivision, or any other person, shall violate any of the covenants herein, it shall be lawful for Dedicator to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

14.

The Dedicator, or its duly appointed representative is to approve all plans before the start of any construction and the party proposing any construction shall furnish said Dedicator or its representative a copy of said plans for the Dedicator's files.

15.

These restrictions shall remain in effect for a period of twenty (20) years from the date hereof, and shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots in said subdivision expressing their desire to

change or terminate these restrictions is filed for record in the office of the County Clerk of Hood County, Texas, not less than six (6) months prior to the expiration date of such twenty year period or any ten (10) year period thereafter.

16.

Invalidation of any one or more of these 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.

17.

The said The Acton Company, Dedicator herein, does hereby dedicate to the use of the public the streets as shown on the map and plat of Holiday Estates, as filed the same date as this with the County Clerk of Hood County, Texas, to be so used as streets.

18.

Dedicator specifically reserves to itself, its successors and assigns, all oil, gas, coal, gravel and other minerals, in and under and that may be produced and saved from the premises as described in this dedication and as shown on the map or plat of Holiday Estates, together with the right to mine or produce gravel and/or other minerals from adjacent and/or nearby lands in a reasonable manner without interference.

19.

Enforcement of these restrictions and covenants shall be by proceedings at law or in equity to restrain violations or to recover damages by or against any person or persons violating or attempting to violate any restriction or covenant herein contained.

Executed this 12th day of May A.D. 1969

THE ACTON COMPANY

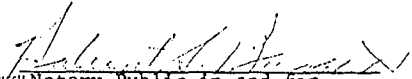
ATTEST: 
Whitfield Collins
Secretary/Treasurer

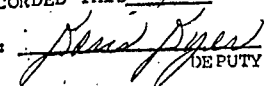
By 
R. R. Lowdon, President

THE STATE OF TEXAS X
COUNTY OF TARRANT X

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. R. Lowdon, President of The Acton Company, 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 The Acton Company, 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 the 27 day of May 1969.


Robert S. Dargatzis, Notary Public in and for Tarrant County, Texas

FILED FOR RECORD THIS THE 3 DAY OF June 1969 AT 5:00 P. .M.
RECORDED THIS 4 DAY OF June 1969, AT 9:45 P. .M.
BY:  DEPUTY
BRUCE PRICE, COUNTY CLERK,
HOOD COUNTY, TEXAS