

**DECLARATION AND COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
OLD BOWLING SUBDIVISION**

1. LAND

Developer is the owner of real property located in Leon County, Texas (hereinafter called the "Land") as described by a plat of **Old Bowling Subdivision**, to which reference is herein, made for all purposes.

2. SUBDIVISION

Developer plans to create a residential community by selling the lots for the construction of a single-family dwelling on each lot all pursuant to this Declaration of Restrictions.

3. PURPOSE

The land is encumbered by the covenants, conditions, restrictions, and reservations herein to insure the best and highest use and most appropriate development of the property; to protect the lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with the appropriate locations; to secure and maintain proper setbacks from streets; and, in general to provide for the development of the highest quality to enhance the value of investment made by lot owners

4. RESTRICTIONS ON LOT

A. LAND USE

All lots in subdivision shall be used for residential or recreational purposes. No tract may be used for commercial purposes and no visible business may be operated in

Buyer's Initials _____

Old Bowling Subdivision. There shall be no harvesting of timber for commercial purposes. If timber is harvested and sold from land which is being financed by Developer and/or his assigns or subsidiaries, proceeds from the sale of such timber shall be used to pay toward the principal sum owed on said land. Written permission must be obtained from Developer before timber is harvested and sold from land which is being financed by Developer and/or his assigns or subsidiaries.

B. BUILDING TYPES

All lots are restricted to the construction of single family residences. Only one single family permanent residence may be constructed or placed on any lot. PROVIDED, HOWEVER, a detached garage, boat shed and/or work shed may be erected on any lot, and can be built in conjunction with a permanent residence and can be built only after the permanent residence is under construction.

C. DWELLING SIZE

All homes must have a minimum of one thousand (1000) square feet of living space. No single wide mobile homes are allowed. All mobile homes must be five (5) years old or newer at the time of placement on the property. All mobile homes must be skirted (within 60 days of placement on the property) with an attractive material, to enhance their appearance.

D. BUILDING TIME

The time allotted for outside structure completion shall be one year. This allotted time does not start until construction is started.

E. TEMPORARY STRUCTURES

No structure of a temporary character such as a camper, RV, tent, or shack shall be used as a permanent residence. Once a lot owner's home is completely built, owner may have visitors with travel trailers stay on the property for no more than 30 days.

F. BUILDING LOCATION

No structure shall be erected or placed nearer than twenty (20) feet to any property line.

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G. DRIVEWAYS

All driveways shall include a culvert if a road ditch must be crossed to access property. The size of the culvert shall meet County specifications as determined by the County Commissioners.

H. PLUMBING AND SEWER SYSTEM

All plumbing must be connected to a septic system approved and permitted by the TEXAS COMMISSION on ENVIRONMENTAL QUALITY (and/or any other governmental health authority having jurisdiction). See Leon County website under permits for more information.

I. LIVESTOCK, POULTRY, AND HOUSEHOLD PETS

Dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

J. GARBAGE AND REFUSE

Garbage, trash, or other rubbish of any kind shall not be permitted or allowed to accumulate on any lot, nor shall any lot be used as a junk, storage, or salvage yard. No unlicensed or non running vehicles shall be permitted to remain on any lot for more than 30 days (consecutive or nonconsecutive days).

K. NUISANCE

No obnoxious or offensive activities shall be engaged in or allowed to be performed upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the subdivision. Any activity which is conducted in violation or in opposition to the purpose of these restrictions is prohibited.

L. MINING

No mining operations of any nature shall be carried out within the confines of any lot. No commercial mining of any material will be permitted at any time.

5. ENFORCEMENT

If the owners of any lot, or their heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the restrictions and/or covenants set

Buyer's Initials _____

forth in this Declaration, then any such owner may prosecute any proceedings against the person or persons violating or attempting to violate any such restriction and/or covenants. The violation or attempted violation of the restrictions and/or covenants set forth in this Declaration would result in irreparable damage to Developer and other owners of lots in the subdivision, thus the breach of any provision of the Declaration may not only give rise to an action for damages, but also may be enjoined by an action for specific performance in equity in any Court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party prevails, then in addition to the remedies specified above, the violator shall pay Court costs, the enforcing party's reasonable attorney's fees, and other costs associated with enforcing the Declaration.

6. SEVERANCE

In the event any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid or unenforceable by a Court or competent jurisdiction, it shall not affect the validity and enforceability of the remaining covenants, conditions, restrictions or charges.

7. TERMS OF RESTRICTIONS

The restrictions of this Declaration shall run with and bind the land, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, until May, 2039 at which time said restrictions shall be automatically extended for successive periods of ten years each unless an instrument signed by the then owners of lots representing two-thirds of the votes of **Old Bowling Subdivision** is recorded to change said restrictions in whole or in part.

Buyer's Initials _____

By: _____
Michael D. McKinney

Buyer's Printed Name

Buyer's Signature

Buyer's Printed Name

Buyer's Signature

ACKNOWLEDGEMENT

STATE OF TEXAS }
COUNTY OF LEON }

This instrument was acknowledged before me on the _____ day of _____
20____, by Michael D. McKinney, developer, in the capacity therein stated.

Notary Public, State of Texas

STATE OF TEXAS }
COUNTY OF _____}

This instrument was acknowledged before me on the _____ day of _____
20____, by _____ in the capacity therein stated.

Notary Public, State of Texas

