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MICROFILM  
OF TEXAS  
INC.

CARTER LAKE DEVELOPMENT  
CORPORATION, A TEXAS  
CORPORATION

TO

THE PUBLIC

RESTRICTIONS

CARTER LAKE SUBDIVISION, Thomas  
Caruthers League, Brazos County,  
Texas. Plat recorded 7th day  
of January, 1966, in Volume  
252, at page 111, of the Deed  
Records of Brazos County, Texas.  
These Restrictions dated the 12th  
day of January, 1966.

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RESTRICTIONS, CARTER LAKE SUBDIVISION

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THE STATE OF TEXAS

COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS:

That CARTER LAKE DEVELOPMENT CORPORATION, a Texas corporation,  
being the owner of CARTER LAKE SUBDIVISION located in Brazos County,  
Texas, according to the recorded map and plat of said subdivision re-  
corded in Volume 252, at page 111, of the Deed Records of Brazos  
County, Texas, to which map and plat and its record reference is here  
made for all purposes, said subdivision being described by metes and  
bounds as follows:

BEING a 77.315 acre tract of land located in the Thomas  
Caruthers League in Brazos County, Texas, described as  
follows:

BEGINNING in the southeast line of a tract of land con-  
to John W. Harris by deed duly recorded in Volume 248,  
at page 160, of the Deed Records of Brazos County, Texas,  
said beginning point being N 39° 38' E, at a distance of  
2011.65 feet from the intersection of said line and the  
northeast line of Sulphur Springs Road.

THENCE N 39° 38' E a distance of 3035.03 feet with the  
said Harris southeast line.

THENCE N 15° 52' W a distance of 516.40 feet to an iron  
rod.

THENCE S 74° 08' W a distance of 250.00 feet to an iron  
rod.

THENCE N 15° 52' W a distance of 14.47 feet to an iron  
rod.

THENCE S 82° 18' W a distance of 577.96 feet along an  
earth dam.

THENCE S 77° 04' 11" W a distance of 331.37 feet along  
said dam to an iron rod.

THENCE N 86° 11' W a distance of 130.00 feet to an iron  
rod in the northwest line of a private road.

THENCE along the line of said private road by the following courses:

S 33° 49' W a distance of 438.04 feet to an iron rod at the point of curvature of a curve left of a radius of 402.08 feet.

With said curve whose chord bears S 19° 09' W a distance of 203.61 feet to an iron rod at the point of tangency.

S 4° 29' W a distance of 179.20 feet to an iron rod at the point of curvature of a curve left of a radius of 515.95 feet.

With said curve whose chord bears S 6° 56' E a distance of 203.96 feet to an iron rod at the point of tangency.

S 18° 20' E a distance of 38.60 feet to an iron rod at the point of curvature of a curve right of a radius of 60.07 feet.

With said curve whose chord bears S 32° 59' W a distance of 93.78 feet to an iron rod at the point of tangency.

S 84° 48' W a distance of 150.90 feet to an iron rod at the point of curvature of a curve left of a radius of 750.81 feet.

With said curve whose chord bears S 76° 30.5' W a distance of 203.58 feet to an iron rod at the point of tangency.

S 68° 43' W a distance of 39.60 feet to an iron rod at the point of curvature of a curve right of a radius of 361.40 feet.

With said curve whose chord bears S 83° 24.5' W a distance of 183.31 feet to an iron rod at the point of tangency.

N 81° 54' W a distance of 193.14 feet to an iron rod at the point of curvature of a curve left of a radius of 228.74 feet.

With said curve whose chord bears S 54° 19.5' W a distance of 316.50 feet to an iron rod at the point of tangency.

S 10° 33' W a distance of 28.88 feet to an iron rod at the point of curvature of a curve left of a radius of 278.15 feet.

With said curve whose chord bears S 10° 37.5' E a distance of 200.95 feet to an iron rod at the point of tangency.

S 31° 48' E a distance of 250.70 feet to an iron rod at the point of curvature of a curve left of a radius of 751.86 feet.

With said curve whose chord bears S 35° 42.5' E a distance of 102.49 feet to an iron rod at the point of tangency.

S 39° 37' E a distance of 239.60 feet to an iron rod at the point of curvature of a curve left of a radius of 326.45 feet.

With said curve whose chord bears S 48° 53' E a distance of 105.28 feet to an iron rod at the point of tangency.

S 58° 09' E a distance of 117.9 feet to an iron rod at the point of curvature of a curve right of a radius of 307.94 feet.

With said curve whose chord bears S 41° 11.5' E a distance of 179.64 feet to an iron rod at the point of tangency.

S 24° 14' E a distance of 389.75 feet to the point of beginning and containing 77.315 acres of land more or less;

does hereby adopt and establish the following restrictions, reservations, covenants and easements to apply uniformly to the occupancy, use and conveyance of all lots in said CARTER LAKE SUBDIVISION, and the occupancy, and use of Carter Lake and certain reserved areas shown on said plat.

1. LAND USE, AND BUILDING TYPE:

No lot shall in any manner, temporarily or permanently, be used except for residential purposes. All buildings erected on any lot, or on Carter Lake, including but not limited to, residences, garages, piers, docks, boathouses, and storehouses, shall be new construction and no building of any kind or character, including but not limited to, a residence, trailer, tent, barn, shack, garage or other outbuilding, shall be moved onto any lot or Carter Lake, and no residence shall be erected, altered, or permitted to remain on any lot as the same are numbered on the recorded plat other than a one detached single family dwelling, not to exceed two stories in height.

2. ARCHITECTURAL CONTROL:

No building of any kind to be used for any purpose, including but not limited to, residences, garages, and storehouses, and no pier, dock, boathouse, marina, or other structure, shall be erected, or altered on any lot or on Carter Lake until the construction plans and specifications and a plat showing the location of the structure on the lot, or on Carter Lake, or both, as the case may be, have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography, water level, water depth, lot boundaries and finish grade elevation.

Provided, however, all residential construction shall conform to the provision hereinafter made and provided relative to the required percent of visible brick, stone, rock or glass.

The Architectural Control Committee is composed of three members whose names and addresses are:

- M. G. Perkins                      601 Woodson Drive, Bryan, Texas
- John W. Harris                    502 Olive Street, Bryan, Texas
- A. W. Davis                        503 Brookside Drive, Bryan, Texas

Any two members of the committee will constitute a quorum, and the vote of any two members will control the action of the committee.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee's approval or disapproval as required herein shall be in writing. If the committee, or its designated

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representative, disapproves submitted construction plans and specifications, failure to file or commence suit to enjoin construction until after the completion of the improvements shall not be deemed a waiver of this provision of these restrictions. If the committee, or its designated representative, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully satisfied.

It is further agreed that the persons or other legal entities then owning a majority of the lots in said subdivision will select a committee of three to act as the Architectural Control Committee fifteen (15) years after date hereof in lieu of the present committee.

The death, resignation, or appointment of a new member of the committee and appointment of a representative to act for the committee shall be evidenced in writing and such instrument filed for record in the Deed Records of Brazos County, Texas. The fact that no committee exists or that if such committee exists, it fails or refuses to function shall be established by a proper proceeding brought in the District Court of Brazos County, Texas.

### 3. ADDITIONAL CONTROL:

No fence, wall or barrier shall be erected, placed or altered on any lot, or on Carter Lake, or on any lot and Carter Lake until the construction plans and specifications and a plat showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and Carter Lake, and as to location with respect to topography, water level, other structures, lot boundaries and finish grade elevation.

### 4. MATERIALS REQUIREMENT; MAIN RESIDENTIAL STRUCTURES:

The main residential structure on any of the lots shall be constructed of at least one-third (1/3) brick, or stone, or rock, or glass, or a combination thereof, and all such material so required shall be external and visible from the outside of each such main residential structure.

### 5. SUB-DIVISION OF LOTS:

No sub-division of any lot as the same are numbered on the recorded plat shall be permitted until such purposed sub-division has been approved by the Architectural Control Committee whose decision in such connection is hereby made conclusive and enforceable against all persons, firms, corporations and other legal entities. It is agreed between CARTER LAKE DEVELOPMENT CORPORATION and purchasers of lots in this subdivision that the intention of this provision is to insure that at no time will there be more than 78 residential structures located in the subdivision.

### 6. EASEMENTS:

Easements for installation and maintenance of utilities and drainage are reserved as shown and provided for on the recorded plat.

### 7. RESERVED AREAS:

Carter Lake and all tracts, streets, roads and unnumbered lots marked "reserved" as the same are shown on the recorded plat are, and shall remain, the property of CARTER

LAKE DEVELOPMENT CORPORATION until such time as the same might be disposed of by instrument, which instrument shall be recorded in the office of the County Clerk of Brazos County, Texas.

8. NUISANCES:

No noxious or offensive activity shall be permitted upon any lot or Carter Lake, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. SIGNS:

No sign of any kind shall be displayed to the public view on any lot or Carter Lake, except one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

10. CHARACTER OF RESIDENCE:

No building of any kind or character shall be used temporarily or permanently as a residence other than a detached single family dwelling, not to exceed two stories in height, the construction of which has been approved as a residence by the Architectural Control Committee as is herein made and provided.

11. LIVESTOCK:

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 purposes.

12. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish and trash, no garbage or other waste shall 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. FIREARMS:

The firing of firearms shall not be permitted on any lot, Carter Lake, or reserved area in said subdivision.

14. DISPOSITION OF HUMAN EXCRETIA AND OTHER SEWAGE.

Subject to the provisions of paragraph 17 hereof, disposition of human excretia and other sewage shall be by septic tank meeting the location, construction, and sanitary specifications of the State Health Department and the Architectural Control Committee herein provided for.

15. CARTER LAKE AND OTHER DESIGNATED PLACES:

It is further specifically understood and agreed that the owner of each lot shown on the recorded plat herein referred to shall be a stockholder or member of a Texas corporation, the specific purpose

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of which is the operation, control, maintenance, preservation, use and management of Carter Lake and of the designated private roads, streets, alleys and other places, as the same are shown and marked reserved on the recorded plat. It is further agreed that the use, operation, control, maintenance, management, and preservation, except as hereinafter stated, of Carter Lake and such designated private roads, streets, alleys and other places, as the same are shown on the recorded plat, shall be fully, completely, and exclusively controlled by the said corporation, and that regardless of the number of owners of a particular lot in the subdivision, each numbered lot, as the same are shown on the recorded plat, shall be represented by, and entitled to, only one (1) vote in the management of the corporate affairs of the said corporation. It is further specifically understood and agreed that annual assessments shall be made against each lot in the subdivision, which assessments shall run in the name of said corporation and shall be considered for all purposes as a lien against the lots and that said corporation shall have all legal and equitable remedies to enforce such lien, that such assessments shall be cumulative, and shall be used by said corporation for the preservation, maintenance, control, management, and operation of Carter Lake and the private roads, streets, alleys and other places, marked reserved and shown on the recorded plat.

Such assessments shall be in the amount of \$25.00 for the year 1966, and such amount can be changed from year to year by appropriate action of said corporation.

It is specifically understood and agreed that the subdivision of any lot, as the same is shown on the recorded plat, shall not operate to bestow upon the grantee of such subdivision any membership or ownership in said corporation, and further provided that membership or ownership in said corporation, together with all use and fishing rights of Carter Lake are, and shall remain, inseparable from the ownership of a lot as the same are shown on the recorded plat and such ownership, or membership in said corporation and the right to use and fishing privileges of Carter Lake may not be conveyed by the owner or owners of any lot in the subdivision unless such lot is in a like manner conveyed.

It is further understood and agreed that CARTER LAKE DEVELOPMENT CORPORATION acquired approximately 210 acres of land from John W. Harris upon which this subdivision and Carter Lake are situated. That there remains, exclusive of Carter Lake and this subdivision, a certain amount of acreage in said 210 acre tract. That purchasers from CARTER LAKE DEVELOPMENT CORPORATION of such remaining land shall become stockholders or members of the corporation herein referred to and entitled to use and fishing rights of Carter Lake, and the designated private roads, streets, alleys and other places marked reserved on the recorded plat, and bound by the terms and provisions of this paragraph 15 of these restrictions.

Anything in these restrictions or this paragraph to the contrary notwithstanding, no floating object designed to be left unattended shall be temporarily or permanently anchored or tied in Carter Lake except at a private pier, dock, or boathouse.

Anything in these restrictions to the contrary notwithstanding, there shall not be permitted the use of any boat, or floating

object on Carter Lake propelled by a device larger than one single ten (10) horsepower motor. Provided however, the corporation herein referred to may provide for the use of multiple and larger motors and devices on two (2) specified days of any calendar week between the dates of May 15th and September 15th of any year.

16. WATER FEES, COSTS AND ASSESSMENTS:

It is further understood and agreed that as of the date of these restrictions there is an existing contract by and between the WELLBORN WATER SUPPLY CORPORATION and the CARTER LAKE DEVELOPMENT CORPORATION providing for the installation of a water system to be installed for the purpose of furnishing and delivering water to the lots in said subdivision. That said contract provides for the installation of a certain number of water meters for the purpose of serving various lots in the subdivision. That if any conveyance provides for the assignment or transfer of any such meter or meter right, from the CARTER LAKE DEVELOPMENT CORPORATION to any grantee, then the owner or owners of such lot shall thereafter be considered as the owner of the meter or meter right and shall be subject to all fees, costs, and assessments of the WELLBORN WATER SUPPLY CORPORATION, and subject to all of the By-Laws, rules and regulations thereof, and that CARTER LAKE DEVELOPMENT CORPORATION shall no longer thereafter be responsible for the maintenance of such meter or meter right, or water distribution system, or the payment of such costs, fees or assessments, made by the WELLBORN WATER SUPPLY CORPORATION.

17. SEWAGE FEES, COSTS AND ASSESSMENTS:

It is further understood and agreed that the CARTER LAKE DEVELOPMENT CORPORATION is attempting to install a common sewage system to serve the lots in the subdivision and that if such system is installed, then the owners of the lots agree to utilize said system and to pay the established connection fees and other costs and assessments established for the use and maintenance thereof.

18. TERM FOR WHICH THESE COVENANTS APPLY:

These covenants are to run with the land and shall be binding on all parties, corporations, and other legal entities, and all persons, corporations and other legal entities claiming under them or it for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants, and each of them, shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the persons, corporations, or other legal entities then owning a majority of the lots has been recorded agreeing to change said covenants in whole or in part.

19. ENFORCEMENT:

Enforcement of these covenants shall be by proceedings at law or in equity against any person, persons, corporations, or other legal entities violating or attempting to violate any covenant herein contained, either to restrain violation or to recover damages.

20. SEVERABILITY:

Invalidation of any one of these covenants by judgment or order of the Court shall in no manner affect any of the other provisions which shall remain in full force and effect.



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IN WITNESS WHEREOF, CARTER LAKE DEVELOPMENT CORPORATION  
aforesaid, has caused these presents to be signed by John W. Harris,  
its President, and its corporate seal to be hereunto affixed this  
the 12th day of January, 1966.

CARTER LAKE DEVELOPMENT CORPORATION

BY: John W. Harris  
JOHN W. HARRIS, PRESIDENT

ATTEST:

[Signature]  
T. W. DAVIS, SECRETARY

THE STATE OF TEXAS |  
COUNTY OF BRAZOS |

BEFORE ME, the undersigned, a Notary Public of Brazos County,  
Texas, on this day personally appeared JOHN W. HARRIS, President of  
CARTER LAKE DEVELOPMENT CORPORATION, known to me to be the person and  
officer whose name is subscribed to the foregoing instrument and ac-  
knowledged to me that the same was the act of the said CARTER LAKE  
DEVELOPMENT CORPORATION, a corporation, and that he executed the same  
as the act and deed of said corporation for the purposes and considera-  
tion therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 12th day  
of January, 1966.



Reba Guy  
NOTARY PUBLIC IN AND FOR  
BRAZOS COUNTY, TEXAS  
Reba Guy

FILED FOR RECORD 2:10 O'CLOCK P. M. 20 DAY OF January  
1966. RECORDED 10 O'CLOCK A. M. 24 DAY OF January  
1966. TO WHICH I CERTIFY.

A. B. SYPTAK, C. C. C. B. C.  
BY [Signature] DEPUTY



*Done*  
DEED 275 / 216

FILED  
At 4:52 O'clock P.M.

44753 JAN 09 1969

DATE RECORDED 1-10-69

FRANK BORISKIE  
County Clerk, Brazos County, Texas  
By *John T. ...*

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CARTER LAKE DEVELOPMENT  
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TO

THE PUBLIC

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**RESTRICTIONS**

A certain tract of land in the Thomas Caruthers League, Brazos County, Texas. Plat thereof being attached to these restrictions, marked Exhibit A, and made a part hereof. These restrictions dated the 3rd day of January, 1969.

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**RESTRICTIONS**

Carter Lake Subdivision, Section Two  
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THE STATE OF TEXAS X  
COUNTY OF BRAZOS X

KNOW ALL MEN BY THESE PRESENTS:

That CARTER LAKE DEVELOPMENT CORPORATION, a Texas corporation, et al, being the owners of a certain tract of land located in Brazos County, Texas, said tract being hereafter described by metes and bounds and being shown by the plat hereto attached, marked Exhibit A, and made a part hereof for all purposes:

BEING a certain tract of land containing 40.728 acres of land, more or less, described by metes and bounds as follows:

BEGINNING at a point in the northwest line of Lakeside Road, N 24° 14' W - 33.42 feet from the most southerly corner of Carter Lake Subdivision as described by plat recorded in Volume 252, page 111, of the Deed Records of Brazos County, Texas.

THENCE S 39° 38' W - 1680.9 feet along the northwest line of Lakeside Road;

THENCE N 50° 22' W - 417.4 feet;

THENCE S 39° 38' W - 527.36 feet to an iron rod in the northeast line of Sulphur Springs Road;

THENCE W 72° 29' W - 450.36 feet along the northeast line of said Road to an iron rod;

THENCE N 39° 38' E - 2572.21 feet to the southwest line of Carter Lake Drive;

THENCE along the southwest line of Carter Lake Drive as follows:

- S 39° 37' E - 117.70 feet;
- S 48° 53' E - 105.14 feet;
- S 58° 09' E - 117.90 feet;
- S 41° 11.5' E - 179.64 feet;
- S 24° 14' E - 356.33 feet to the POINT OF BEGINNING and containing 40.728 acres of land more or less.

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does hereby adopt and establish the following restrictions, reservations, covenants and easements to apply uniformly to the occupancy, use, subdivision and conveyance of all property in said tract, and the occupancy, and use of CARTER LAKE.

1. LAND USE AND BUILDING TYPE:

No property in said tract shall in any manner, temporarily or permanently, be used except for residential purposes. All buildings erected on any property in the tract, including but not limited to, residences, garages, and store houses, shall be new construction and no building of any kind or character, including but not limited to, a residence, trailer, tent, barn, shack, garage or other outbuilding, shall be moved onto any property in the tract, and no residence shall be erected, altered, or permitted to remain on any property in the tract other than a one detached, single family dwelling, not to exceed two stories in height.

2. ARCHITECTURAL CONTROL:

No building of any kind to be used for any purpose, including but not limited to, residences, garages, and store houses, shall be erected, or altered on any property in the tract until the construction plans and specifications and a plat showing the location of the structure on the property have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography, property boundaries, and finish grade elevation.

Provided, however, in any event, all residential construction shall conform to the provision hereinafter made and provided relative to the required percent of externally visible brick, stone, rock or glass.

The Architectural Control Committee is composed of three members whose names and addresses are:

M. G. Perkins	601 Woodson Drive, Bryan, Texas
John W. Harris	502 Olive Street, Bryan, Texas
A. W. Davis	503 Brookside Drive, Bryan, Texas

Any two members of the committee will constitute a quorum, and the vote of any two members will control the action of the committee.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee's approval or disapproval as required herein shall be in writing. If the committee, or its designated representative, disapproves submitted construction plans and specifications, failure to file or commence suit to enjoin construction until after the completion of the improvements shall

not be deemed a waiver of this provision of these restrictions if the committee, or its designated representative, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully satisfied.

It is further agreed that the persons or other legal entities then owning a majority of the square footage in the tract will elect a committee of three to act as the Architectural Control Committee fifteen years after date hereof in lieu of the present committee.

The death, resignation, or appointment of a new member of the committee and appointment of a representative to act for the committee shall be evidenced in writing and such instrument filed for record in the Deed Records of Brazos County, Texas. The fact that no committee exists or that if such committee exists, it fails or refuses to function shall be established by a proper proceeding brought in the District Court of Brazos County, Texas.

### 3. ADDITIONAL CONTROL:

No fence, wall or barrier shall be erected, placed or altered on any property in the tract until the construction plans and specifications and a plat showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, other structures, property boundaries and finish grade elevation.

### 4. MATERIALS REQUIREMENT; MAIN RESIDENTIAL STRUCTURES:

The residential structure on any of the property in said tract shall be constructed of at least one-third brick, or stone, or rock, or glass, or a combination thereof, and all such material so required shall be external and visible from the outside of each such residential structure.

### 5. SUBDIVISION:

The tract hereinabove described and here restricted shall not be subdivided into tracts less than two acres in area and there shall be no more than one residential building on any such tract.

### 6. NUISANCES:

No noxious or offensive activity shall be permitted upon any property in the tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

### 7. SIGNS:

No signs of any kind shall be displayed to the public view on any property in the tract except one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

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8. CHARACTER OF RESIDENCE AND USE OF LAND:

No building of any kind or character shall be used temporarily or permanently as a residence other than a detached single family dwelling, not to exceed two stories in height, the construction of which has been approved as a residence by the Architectural Control Committee as is herein made and provided, and no commercial or industrial activity of any kind shall be carried on anywhere in the tract.

9. LIVESTOCK:

No animals, livestock, or poultry, of any kind, except as hereinafter provided, shall be raised, bred, or kept anywhere in the tract: Provided, however, dogs, cats, other household pets, and one cow or one horse per two acres may be kept.

10. GARBAGE AND REFUSE DISPOSAL:

No property in the tract shall be used or maintained as a dumping ground for rubbish and trash, no garbage or other waste shall 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.

11. FIREARMS:

The firing of firearms shall not be permitted on or from any property in the tract.

12. DISPOSITION OF HUMAN EXCRETIA AND OTHER SEWAGE:

Subject to the provisions of paragraph 17 hereof, disposition of human excretia and other sewage shall be by septic tank meeting the location, construction, and sanitary specifications of the State Health Department and the Architectural Control Committee herein provided for.

13. CARTER LAKE AND OTHER DESIGNATED AREAS:

Reference is here made to a certain instrument from CARTER LAKE DEVELOPMENT CORPORATION, a Texas Corporation, to the public dated January 12, 1966, and recorded in Volume 252, at page 40, of the Deed Records of Brazos County, Texas, and specific reference is made to paragraph 15. of said instrument.

It is specifically understood and agreed that the owner of each tract of land in this tract shall be a stockholder or member of a Texas corporation the specific purpose of which is the operation, control, maintenance, preservation, use and management of Carter Lake and of the designated private roads, streets, alleys and other places, as the same are shown and marked reserved on the recorded plat of Carter Lake Subdivision and the recorded plat of this tract. It is further agreed that the use, operation, control, maintenance, management, and preservation, except as hereinafter stated, of Carter Lake



to may provide for the use of multiple and larger motors and devices on two (2) specified days of any calendar week between the dates of May 15th and September 15th of any year.

**14. WATER FEES, COSTS AND ASSESSMENTS:**

It is further understood and agreed that as of the date of these restrictions there is an existing contract by and between the Wellborn Water Supply Corporation and the Carter Lake Development Corporation providing for the installation of a water system installed for the purpose of furnishing and delivering water to this tract. That said contract provides for the installation of a certain number of water meters in this tract. That if any conveyance provides for the assignment or transfer of any such meter or meter right, from the Carter Lake Development Corporation to any Grantee, then the owner or owners of such tract shall thereafter be considered as the owner of the meter or meter right and shall be subject to all fees, costs, and assessments of the Wellborn Water Supply Corporation, and subject to all of the By-Laws, Rules and Regulations thereof, and that Carter Lake Development Corporation shall not thereafter be responsible for the maintenance of such meter or meter right, or water distribution system, or the payment of such costs, fees, or assessments, made by the Wellborn Water Supply Corporation.

**15. SEWAGE FEES, COSTS AND ASSESSMENTS:**

It is further understood and agreed that Carter Lake Development Corporation is attempting to install a common sewage system to serve Carter Lake Subdivision, this tract and other areas in the said 270 acres in these restrictions referred to and that if such system is installed, then the owners of property in this tract agree to utilize said system and to pay the established connection fees and other costs and assessments established for the use and maintenance thereof.

**16. TERM FOR WHICH THESE COVENANTS APPLY:**

These covenants are to run with the land and shall be binding on all persons, firms, corporations, and other legal entities, and all persons, firms, corporations, and other legal entities claiming under them or it for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants and each of them, shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the persons, firms, corporations, or other legal entities then owning a majority of the square footage situated in this tract has been recorded agreeing to change said covenants in whole or in part.

**17. ENFORCEMENT:**

Enforcement of these covenants shall be by proceedings at law or in equity against any person, persons, firms, corporations, or other legal entities violating or attempting to violate any covenant herein contained, either to restrain violation or to recover damages.

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18. SEVERABILITY:

Invalidation of any one of these covenants by judgment or order of the Court shall in no manner affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, CARTER LAKE DEVELOPMENT CORPORATION, aforesaid, has caused these presents to be signed by John W. Harris, its President, and its corporate seal to be hereunto affixed this 3rd day of January, 1969.



CARTER LAKE DEVELOPMENT CORPORATION

BY: John W. Harris  
JOHN W. HARRIS, PRESIDENT

ATTEST:

A. W. Davis  
A. W. DAVIS, SECRETARY

Francis W. Suggitt  
FRANCIS W. SUGGITT

Betty J. Suggitt  
BETTY J. SUGGITT

VOL 225 PAGE 222

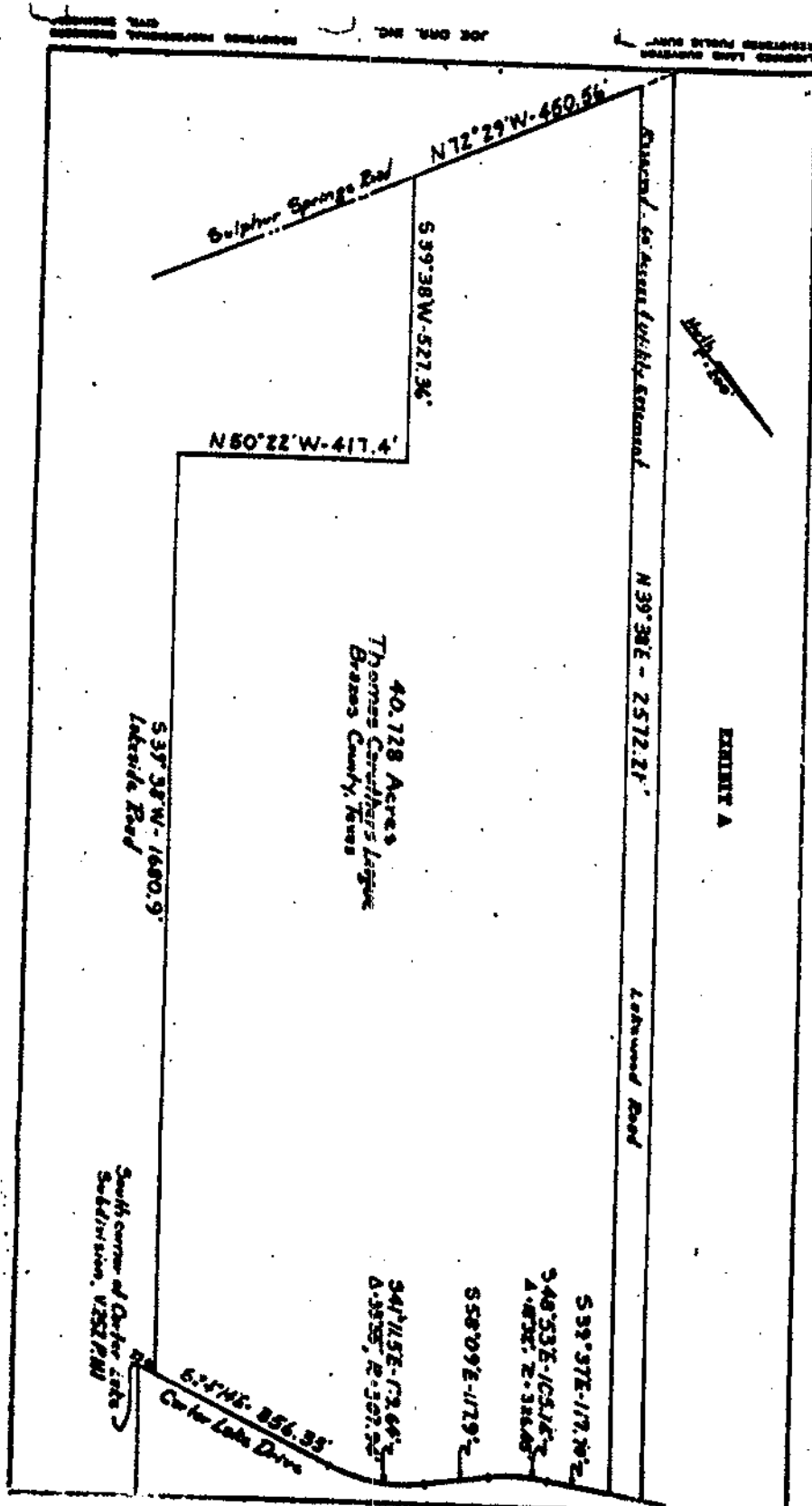
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VOL 225

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EXHIBIT A

VOL 11 PAGE 111

XXXXXXXXXXXXXXXXXXXX



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REPLACEMENT CERTIFICATE-Form 1 (Rev. 1968)

The State of Texas

STATE OF TEXAS

County of BRACKS

FRANCIS W. SURRETT

BEFORE ME, the undersigned authority, on this day personally appeared Reeve J. Surrice

and he with Reeve J. Surrice knows to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said wife having been examined by me, privately and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



Given under my hand and seal of office, this 10th day of January, A. D. 1968

Jo Ann Perry  
Notary Public, BRACKS County, Texas

REPLACEMENT CERTIFICATE-Form 1

The State of Texas

THE STATE OF TEXAS

COUNTY OF BRACKS

Before me, the undersigned authority, on this day personally appeared John W. Harris, President, Carter Lake Development Corporation,

knows to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation

for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of January, 1969

Jo Ann Perry  
Notary Public, BRACKS County, Texas

VOL 11 PAGE 214

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OF TEXAS  
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CARTER LAKE DEVELOPMENT  
CORPORATION, A TEXAS  
CORPORATION, ET AL

TO  
  
THE PUBLIC

RESTRICTIONS

A certain tract of land in the  
Thomas Caruthers League, Brazos  
County, Texas. Plat thereof  
being attached to these restric-  
tions, marked Exhibit A, and  
made a part hereof. These  
restrictions dated the 6th day  
of March, 1969.

RESTRICTIONS

Carter Lake Subdivision, Section Three

THE STATE OF TEXAS    |  
  
COUNTY OF BRAZOS     |

That CARTER LAKE DEVELOPMENT CORPORATION, a Texas corporation,  
being the owner of a certain tract of land located in Brazos County,  
Texas, said tract being hereinafter described by metes and bounds and  
being shown by the plat hereto attached, marked Exhibit A, and made a  
part hereof for all purposes:

BEING a certain tract of land containing 12.46 acres of  
land, more or less, described by metes and bounds as follows:

BEGINNING at an iron rod in the Southwest line of Carter  
Lake Drive in the Thomas Caruthers League in Brazos County,  
Texas, S 55° 20' W - 40.15 feet from the common corner of  
Lots 1 and 7 in Block 4 of Carter Lake Subdivision as  
described by plat recorded in Volume 252, page 111 of the  
Deed Records of Brazos County, Texas.

THENCE S 39° 38' W - 608.56 feet along the northwest line  
of the main road into Carter Lake Subdivision to an iron rod;

THENCE N 50° 22' W - 754.5 feet to an iron rod in the north-  
west line of a 210.92 acre tract conveyed to the Carter Lake  
Development Corporation by John W. Harris by deed dated  
October 1, 1965, and recorded in Volume 250 page 330 of the  
Deed Records of Brazos County, Texas;

THENCE N 45° 27' E - 1013.9 feet along the northwest line  
of said 210.92 acre tract to an iron rod;

THENCE S 24° 38' 30" E - 77.74 feet to the northwest line  
of Carter Lake Drive;

THENCE along the northwest and southwest line of Carter Lake  
Drive as follows:

S 23° 10' 34" W - 100.0 feet to an iron rod;

S 10° 33' 00" W - 28.88 feet to an iron rod;

S 10° 37' 30" E - 200.95 feet to an iron rod;

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VOL 276 PAGE 689

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S 31° 48' 00" E - 250.70 feet to an iron rod;  
S 35° 42' 30" E - 102.49 feet to an iron rod;  
S 39° 37' 00" E - 60.83 feet to the point of beginning  
and containing 12.46 acres of land more or less.

does hereby adopt and establish the following restrictions, reservations, covenants and easements to apply uniformly to the occupancy, use, subdivision and conveyance of all property in said tract, and the occupancy, and use of CARTER LAKE.

1. LAND USE AND BUILDING TYPE:

No property in said tract shall in any manner, temporarily or permanently, be used except for residential purposes. All buildings erected on any property in the tract, including but not limited to, residences, garages, and store houses, shall be new construction and no building of any kind or character, including but not limited to, a residence, trailer, tent, barn, shack, garage or other outbuilding, shall be moved onto any property in the tract, and no residence shall be erected, altered, or permitted to remain on any property in the tract other than a one detached, single family dwelling, not to exceed two stories in height.

2. ARCHITECTURAL CONTROL:

No building of any kind to be used for any purpose, including but not limited to, residences, garages, and store houses, shall be erected, or altered on any property in the tract until the construction plans and specifications and a plat showing the location of the structure on the property have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography, property boundaries, and finish grade elevation.

Provided, however, in any event, all residential construction shall conform to the provision hereinafter made and provided relative to the required percent of externally visible brick, stone, rock or glass.

The Architectural Control Committee is composed of three members whose names and addresses are:

- |                |                                   |
|----------------|-----------------------------------|
| H. C. Perkins  | 601 Woodson Drive, Bryan, Texas   |
| John W. Harris | 502 Olive Street, Bryan, Texas    |
| A. W. Davis    | 503 Brookside Drive, Bryan, Texas |

Any two members of the committee will constitute a quorum, and the vote of any two members will control the action of the committee.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee's approval or disapproval as required herein shall be in writing. If the committee, or its designated representative, disapproves submitted construction plans and specifications, failure to file or commence suit to enjoin construction until after the completion of the improvements shall

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not be deemed a waiver of this provision of these restrictions. If the committee, or its designated representative, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully satisfied.

It is further agreed that the persons or other legal entities then owning a majority of the square footage in the tract will elect a committee of three to act as the Architectural Control Committee fifteen years after date hereof in lieu of the present committee.

The death, resignation, or appointment of a new member of the committee and appointment of a representative to act for the committee shall be evidenced in writing and such instrument filed for record in the Deed Records of Brazos County, Texas. The fact that no committee exists or that if such committee exists, it fails or refuses to function shall be established by a proper proceeding brought in the District Court of Brazos County, Texas.

3. ADDITIONAL CONTROL:

No fence, wall or barrier shall be erected, placed or altered on any property in the tract until the construction plans and specifications and a plat showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, other structures, property boundaries and finish grade elevation.

4. MATERIALS REQUIREMENT; MAIN RESIDENTIAL STRUCTURES:

The residential structure on any of the property in said tract shall be constructed of at least one-third brick, or stone, or rock, or glass, or a combination thereof, and all such material so required shall be external and visible from the outside of each such residential structure.

5. SUBDIVISION:

The tract hereinabove described and here restricted shall not be subdivided into tracts less than .80 acres in area and there shall be no more than one residential building on any such tract.

6. NUISANCES:

No noxious or offensive activity shall be permitted upon any property in the tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. SIGNS:

No signs of any kind shall be displayed to the public view on any property in the tract except one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

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## 8. CHARACTER OF RESIDENCE AND USE OF LAND:

No building of any kind or character shall be used temporarily or permanently as a residence other than a detached single family dwelling, not to exceed two stories in height, the construction of which has been approved as a residence by the Architectural Control Committee as is herein made and provided, and no commercial or industrial activity of any kind shall be carried on anywhere in the tract.

## 9. LIVESTOCK:

No animals, livestock, or poultry, of any kind, except as hereinafter provided, shall be raised, bred, or kept anywhere in the tract: Provided, however, dogs, cats, other household pets, and one cow or one horse per two acres may be kept.

## 10. GARBAGE AND REFUSE DISPOSAL:

No property in the tract shall be used or maintained as a dumping ground for rubbish and trash, no garbage or other waste shall 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.

## 11. FIREARMS:

The firing of firearms shall not be permitted on or from any property in the tract.

## 12. DISPOSITION OF HUMAN EXCRETIA AND OTHER SEWAGE:

Subject to the provisions of paragraph 17 hereof, disposition of human excretia and other sewage shall be by septic tank meeting the location, construction, and sanitary specifications of the State Health Department and the Architectural Control Committee herein provided for.

## 13. CARTER LAKE AND OTHER DESIGNATED AREAS:

Reference is here made to a certain instrument from CARTER LAKE DEVELOPMENT CORPORATION, a Texas Corporation, to the public dated January 12, 1966, and recorded in Volume 252, at page 407, of the Deed Records of Brazos County, Texas, and specific reference is made to paragraph 15. of said instrument, and reference is here made to a certain instrument from Carter Lake Development Corporation, a Texas corporation, to the public dated January 3, 1969, and recorded in Volume 275, at Page 216, of the Deed Records of Brazos County, Texas, and specific reference is made to paragraph 13. of said instrument.

It is specifically understood and agreed that the owner of each tract of land in this tract shall be a stockholder or member of a Texas corporation, the specific purpose of which is the operation, control, maintenance, preservation, use and management of Carter Lake, and of the designated private roads, streets, alleys and other places, as the same are shown and marked reserved on the recorded plat of Carter Lake Subdivision, the recorded plat of Carter Lake Subdivision, Section Two, and the recorded plat of this tract. It is further agreed that the use, operation, control, maintenance, management, and preservation, except as hereinafter stated, of Carter Lake and such

designated private roads, streets, alleys and other places, as the same are shown on the recorded plat of Carter Lake Subdivision, the recorded plat of Carter Lake Subdivision, Section Two, and the recorded plat of this tract, shall be fully, completely, and exclusively controlled by the said Corporation, and that regardless of the number of owners of a particular tract, each such tract shall be represented by, and entitled to, only one vote in the management of the corporate affairs of the said corporation.

It is further specifically understood and agreed that annual assessments shall be made against all property in this tract which assessments shall run in the name of said corporation and shall be considered for all purposes as a lien against all such property and that said corporation shall have all legal and equitable remedies to enforce such lien, that such assessment shall be cumulative, and shall be used by said corporation for the preservation, maintenance, control, management, and operation of Carter Lake and the private roads, streets, alleys and other places, marked reserved and shown on the recorded plat of Carter Lake Subdivision, the recorded plat of Carter Lake Subdivision, Section Two, and on the recorded plat of this tract. Such assessments shall be on a per acre basis.

Such assessment shall be in the amount of \$15.00 per acre for the year 1969; and such amount can be changed from year to year by appropriate action of said corporation.

It is specifically understood and agreed that membership or ownership in said corporation, together with all use and fishing rights of Carter Lake are, and shall remain, inseparable from the ownership of property in the tract above described and that such ownership, or membership in said corporation and the right to use and fishing privileges of Carter Lake may not be conveyed by the owner or owners of any property in the tract unless such property is in a like manner conveyed.

It is further understood and agreed that Carter Lake Development Corporation acquired approximately 210 acres of land from John W. Harris upon which this tract, Carter Lake Subdivision, and Carter Lake are situated. That there remains, exclusive of Carter Lake, Carter Lake Subdivision, Carter Lake subdivision, Section Two, and this tract, a certain amount of acreage in said 210 acre tract. That purchasers from Carter Lake Development Corporation of such remaining land might become stockholders or members of the corporation herein referred to and entitled to use and fishing rights of Carter Lake, and the designated private roads, streets, alleys and other places marked reserved on the recorded plat of Carter Lake Subdivision, the recorded plat of Carter Lake Subdivision, Section Two, and the recorded plat of this tract, and bound by the terms and provisions of this paragraph of these restrictions.

Anything in these restrictions or this paragraph to the contrary notwithstanding, no floating object designed to be left unattended shall be temporarily or permanently anchored or tied in Carter Lake except at a private pier, dock, or boathouse.

Anything in these restrictions to the contrary notwithstanding, there shall not be permitted the use of any boat, or floating object on Carter Lake propelled by a device larger than one single ten (10)

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horsepower motor. Provided however, the corporation herein referred to may provide for the use of multiple and larger motors and devices on two (2) specified days of any calendar week between the dates of may 15th and September 15th of any year.

14. WATER FEES, COSTS AND ASSESSMENTS:

It is further understood and agreed that as of the date of these restrictions there is an existing contract by and between the Wellborn Water Supply Corporation and the Carter Lake Development Corporation providing for the installation of a water system installed for the purpose of furnishing and delivering water to this tract. That said contract provides for the installation of a certain number of water meters in this tract. That if any conveyance provides for the assignment or transfer of any such meter or meter right, from the Carter Lake Development Corporation to any Grantee, then the owner or owners of such tract shall thereafter be considered as the owner of the meter or meter right and shall be subject to all fees, costs, and assessments of the Wellborn Water Supply Corporation, and subject to all of the By-Laws, Rules and Regulations thereof, and that Carter Lake Development Corporation shall not thereafter be responsible for the maintenance of such meter or meter right, or water distribution system, or the payment of such costs, fees, or assessments, made by the Wellborn Water Supply Corporation.

15. SEWAGE FEES, COSTS AND ASSESSMENTS:

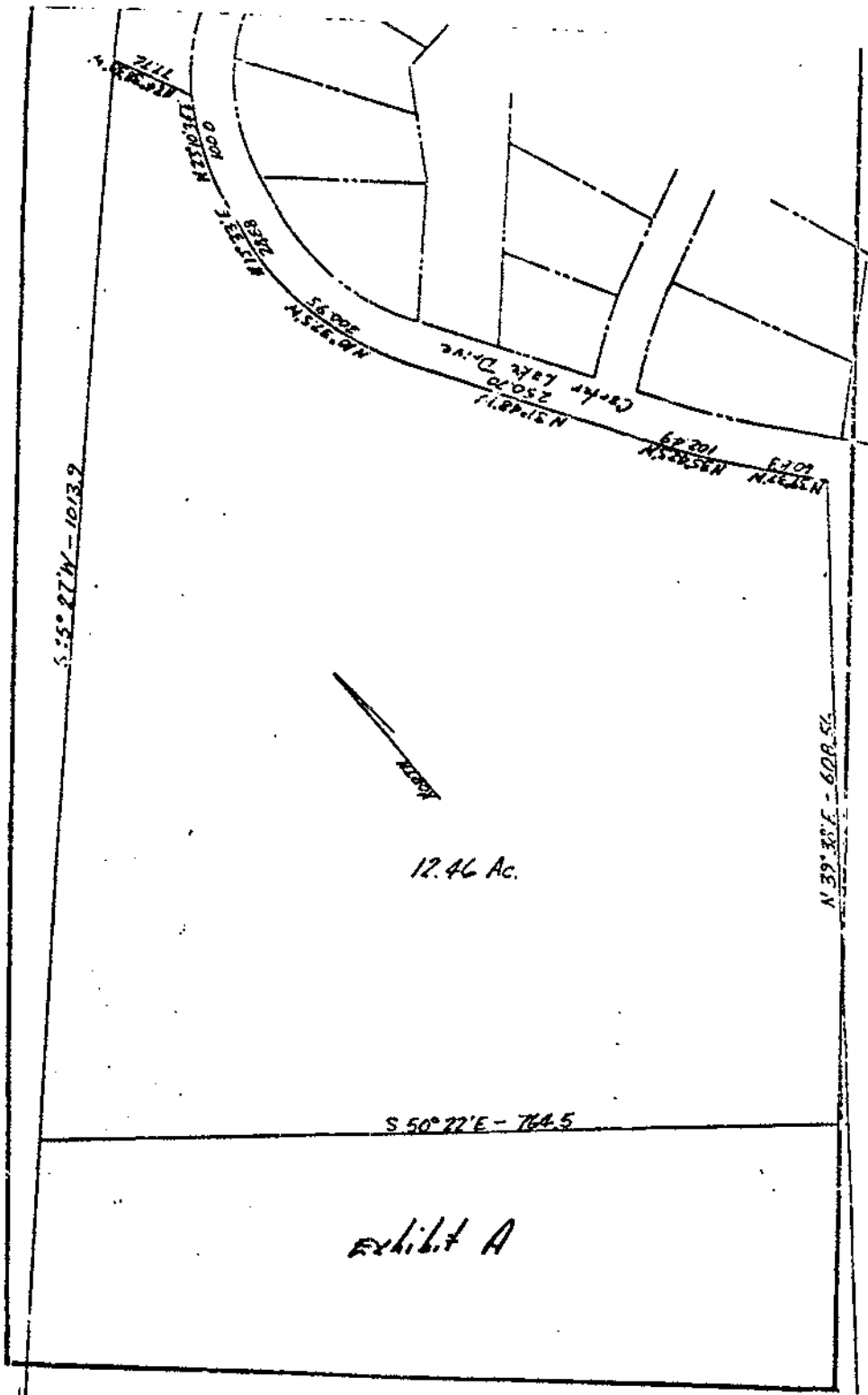
It is further understood and agreed that Carter Lake Development Corporation is attempting to install a common sewage system to serve Carter Lake Subdivision, Carter Lake Subdivision, Section Two, this tract and other areas in the said 210 acres in these restrictions referred to and that if such system is installed, then the owners of property in this tract agree to utilize said system and to pay the established connection fees and other costs and assessments established for the use and maintenance thereof.

16. TERM FOR WHICH THESE COVENANTS APPLY:

These covenants are to run with the land and shall be binding on all persons, firms, corporations, and other legal entities, and all persons, firms, corporations, and other legal entities claiming under them or it for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants and each of them, shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the persons, firms, corporations, or other legal entities then owning a majority of the square footage situated in this tract has been recorded agreeing to change said covenants in whole or in part.

17. ENFORCEMENT:

Enforcement of these covenants shall be by proceedings at law or in equity against any person, persons, firms, corporations, or other legal entities violating or attempting to violate any covenant herein contained, either to restrain violation or to recover damages.



12.46 Ac.

Exhibit A

VOL 276 PAGE 696

OUPLEATE  
 FEDERAL  
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 OF TEXAS  
 INC.



18. SEVERABILITY:

Invalidation of any one of these covenants by judgment or order of the Court shall in no manner affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, CARTER LAKE DEVELOPMENT CORPORATION, aforesaid, has caused these presents to be signed by John W. Harris, its President, and its corporate seal to be hereunto affixed this the 6th day of March, 1969.

CARTER LAKE DEVELOPMENT CORPORATION

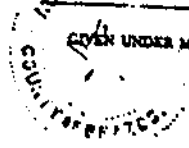
BY: John W. Harris  
JOHN W. HARRIS, PRESIDENT

ATTEST:

A. W. Davis  
A. W. DAVIS, SECRETARY

THE STATE OF TEXAS  
COUNTY OF Brazos

Before me, the undersigned authority, on this day personally appeared John W. Harris, President, Carter Lake Development Corporation,  
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation



for the purpose and consideration therein expressed, and in the capacity therein stated.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of March, 1969

Notary Public, Brazos County, Texas

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INC. TEXAS

**VOL 292 PAGE 658**

**FILED**  
MAR 15 1971

**MAR 15 1971**

**FRANK MORISKE**  
Notary Public, Brazos County, Texas

**DATE RECORDED** MAR 16 1971

**59116**

WOODSON LUMBER COMPANY OF	§	A certain tract of land in the
CAMERON, A TEXAS CORPORATION,	§	Thomas Caruthers League, Brazos
ET AL	§	County, Texas. Plat thereof
	§	being attached to these re-
TO	§	strictions, marked EXHIBIT "A",
	§	and made a part hereof. These
	§	restrictions dated the 2nd day
THE PUBLIC	§	of November, 1970

\*\*\*\*\*

**RESTRICTIONS**

Carter Lake Subdivision, Section Four

\*\*\*\*\*

THE STATE OF TEXAS §  
COUNTY OF BRAZOS §

WOODSON LUMBER COMPANY OF CAMERON, a Texas corporation, and CARTER LAKE DEVELOPMENT CORPORATION, a Texas corporation, being the owners of a certain tract of land located in Brazos County, Texas, said tract being hereafter described by metes and bounds and being shown by the plat and field notes hereto attached, marked EXHIBITS "A" and "B", and made a part hereof for all purposes:

Said tract being described as being all of CARTER LAKE SUBDIVISION, SECTION FOUR (4), according to the recorded map and plat thereof in Volume 292, at Page 600, of the Deed Records of Brazos County, Texas;

does hereby adopt and establish the following restrictions, reservations, covenants and easements to apply uniformly to the occupancy, use, subdivision and conveyance of all property in said tract, and the occupancy, and use of CARTER LAKE.

1. LAND USE AND BUILDING TYPE:

No property in said tract shall in any manner, temporarily or permanently, be used except for residential purposes. All buildings erected on any property in the tract, including but not limited to, residences, garages, and store houses, shall be new construction and no building of any kind or character, including but not limited to, a residence, trailer, tent, barn, shack, garage or other outbuilding, shall be moved onto any property in the tract, and no residence shall be erected, altered, or permitted to remain on any property in the tract other than a one detached, single family dwelling, not to exceed two stories in height.

2. ARCHITECTURAL CONTROL:

No building of any kind to be used for any purpose, including but not limited to, residences, garages, and store houses, shall be erected, or altered on any property in the tract until the construction plans and specifications and a plat showing the location of the structure on the property have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography, property boundaries, and finish grade elevation.

Provided, however, in any event, all residential construction shall conform to the provision hereinafter made and provided relative to the required percent of externally visible brick, stone, rock or glass.

The Architectural Control Committee is composed of three members, whose names and addresses are:

M. G. Perkins	601 Woodson Drive, Bryan, Texas
John W. Harris	502 Olive Street, Bryan, Texas
A. W. Davis	503 Brookside Drive, Bryan, Texas

Any two members of the committee will constitute a quorum, and the vote of any two members will control the action of the committee.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee's approval or disapproval as required herein shall be in writing. If the committee, or its designated representative, disapproves submitted construction plans and specifications, failure to file or commence suit to enjoin construction until after the completion of the improvements shall

**VOL. PAGE 659**

not be deemed a waiver of this provision of these restrictions. If the committee, or its designated representative, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully satisfied.

It is further agreed that the persons or other legal entities then owning a majority of the square footage in the tract will elect a committee of three to act as the Architectural Control Committee fifteen years after date hereof in lieu of the present committee.

The death, resignation, or appointment of a new member of the committee and appointment of a representative to act for the committee shall be evidenced in writing and such instrument filed for record in the Deed Records of Brazos County, Texas. The fact that no committee exists or that if such committee exists, it fails or refuses to function shall be established by a proper proceeding brought in the District Court of Brazos County, Texas.

3. ADDITIONAL CONTROL:

No fence, wall or barrier shall be erected, placed or altered on any property in the tract until the construction plans and specifications and a plat showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, other structures, property boundaries and finish grade elevation.

4. MATERIALS REQUIREMENT; MAIN RESIDENTIAL STRUCTURES:

The residential structure on any of the property in said tract shall be constructed of at least one-third brick, or stone, or rock, or glass, or a combination thereof, and all such material so required shall be external and visible from the outside of each such residential structure.

5. SUBDIVISION:

The lots shown in said Block Ten (10) in said Subdivision shall not be subdivided and there shall be no more than one (1) residential building on any such lot.

6. NUISANCES:

No noxious or offensive activity shall be permitted upon any property in the tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. SIGNS:

No signs of any kind shall be displayed to the public view on any property in the tract except one sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

**8. CHARACTER OF RESIDENCE AND USE OF LAND:**

No building of any kind or character shall be used temporarily or permanently as a residence other than a detached single family dwelling, not to exceed two stories in height, the construction of which has been approved as a residence by the Architectural Control Committee as is herein made and provided, and no commercial or industrial activity of any kind shall be carried on anywhere in the tract.

**9. LIVESTOCK:**

No animals, livestock, or poultry, of any kind, except as hereinafter provided, shall be raised, bred, or kept anywhere in the tract: Provided, however, dogs, cats, other household pets, and one cow or one horse per lot may be kept.

**10. GARBAGE AND REFUSE DISPOSAL:**

No property in the tract shall be used or maintained as a dumping ground for rubbish and trash, no garbage or other waste shall 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.

**11. FIREARMS:**

The firing of firearms shall not be permitted on or from any property in the tract.

**12. DISPOSITION OF HUMAN EXCRETIA AND OTHER SEWAGE:**

Subject to the provisions of paragraph 17 hereof, disposition of human excretia and other sewage shall be by septic tank meeting the location, construction, and sanitary specifications of the State Health Department and the Architectural Control Committee herein provided for.

**13. CARTER LAKE AND OTHER DESIGNATED AREAS:**

Reference is here made to a certain instrument from CARTER LAKE DEVELOPMENT CORPORATION, a Texas Corporation, to the public dated January 12, 1966, and recorded in Volume 252, at page 407, of the Deed Records of Brazos County, Texas, and specific reference is made to paragraph 15. of said instrument, and reference is here made to a certain instrument from Carter Lake Development Corporation, a Texas corporation, to the public dated January 3, 1969, and recorded in Volume 275, at Page 216, of the Deed Records of Brazos County, Texas, and specific reference is made to paragraph 13. of said instrument.

It is specifically understood and agreed that the owner of each lot in this tract shall be a stockholder or member of a Texas corporation, the specific purpose of which is the operation, control, maintenance, preservation, use and management of Carter Lake, and of the designated private roads, streets, alleys and other places, as the same are shown and marked reserved on the recorded plat of Carter Lake Subdivision, the recorded plat of Carter Lake Subdivisions, Sections Two, Three and Four. It is further agreed that the use, operation, control, maintenance, management, and preservation, except as hereinafter stated, of Carter Lake and such designated private roads, streets, alleys and other places, as the same are

shown on the recorded plat of Carter Lake Subdivision, and the plats of Carter Lake Subdivision Sections Two, Three and Four shall be fully, completely, and exclusively controlled by the said Corporation, and that regardless of the number of owners of a particular lot, each such lot shall be represented by, and entitled to, only one vote in the management of the corporate affairs of the said corporation.

It is further specifically understood and agreed that annual assessments shall be made against all property in this tract which assessment shall run in the name of said corporation and shall be considered for all purposes as a lien against all such property and that said corporation shall have all legal and equitable remedies to enforce such lien, that such assessment shall be cumulative, and shall be used by said corporation for the preservation, maintenance, control, management, and operation of Carter Lake and the private roads, streets, alleys and other places, marked reserved and shown on the recorded plat of Carter Lake Subdivision and the plats of Carter Lake Subdivision Sections Two, Three and Four. Such assessment shall be on a per lot basis.

Such assessment shall be in the amount of \$25.00 per lot for the year 1971, and such amount can be changed from year to year by appropriate action of said corporation.

It is specifically understood and agreed that membership or ownership in said corporation, together with all use and fishing rights of Carter Lake are, and shall remain, inseparable from the ownership of property in the tract above described and that such ownership, or membership in said corporation and the right to use and fishing privileges of Carter Lake may not be conveyed by the owner or owners of any property in the tract unless such property is in a like manner conveyed.

It is further understood and agreed that Carter Lake Development Corporation acquired approximately 210 acres of land from John W. Harris upon which this tract, Carter Lake Subdivision, and Carter Lake are situated. That there remains, exclusive of Carter Lake, Carter Lake Subdivision, Carter Lake Subdivision Sections Two, Three and Four, a certain amount of acreage in said 210 acre tract. That purchasers from Carter Lake Development Corporation of such remaining land might become stockholders or members of the corporation herein referred to and entitled to use and fishing rights of Carter Lake, and the designated private roads, streets, alleys and other places marked reserved on the recorded plat of Carter Lake Subdivision and the recorded plat of Carter Lake Subdivision Sections Two, Three and Four, and bound by the terms and provisions of this paragraph of these restrictions.

Anything in these restrictions or this paragraph to the contrary notwithstanding, no floating object designed to be left unattended shall be temporarily or permanently anchored or tied in Carter Lake except at a private pier, dock or boathouse.

Anything in these restrictions to the contrary notwithstanding, there shall not be permitted the use of any boat, or floating object on Carter Lake propelled by a device larger than one single ten (10)

horsepower motor. Provided however, the corporation herein referred to may provide for the use of multiple and larger motors and devices on two (2) specified days of any calendar week between the dates of May 15th and September 15th of any year.

14. WATER FEES, COSTS AND ASSESSMENTS:

It is further understood and agreed that as of the date of these restrictions there is an existing contract by and between the Wellborn Water Supply Corporation and the Carter Lake Development Corporation providing for the installation of a water system installed for the purpose of furnishing and delivering water to this tract. That said contract provides for the installation of a certain number of water meters in this tract. That if any conveyance provides for the assignment or transfer of any such meter or meter right, from the Carter Lake Development Corporation to any Grantee, then the owner or owners of such tract shall thereafter be considered as the owner of the meter or meter right and shall be subject to all fees, costs, and assessments of the Wellborn Water Supply Corporation, and subject to all of the By-Laws, Rules and Regulations thereof, and that Carter Lake Development Corporation shall not thereafter be responsible for the maintenance of such meter or meter right, or water distribution system, or the payment of such costs, fees, or assessments, made by the Wellborn Water Supply Corporation.

15. SEWAGE FEES, COSTS AND ASSESSMENTS:

It is further understood and agreed that Carter Lake Development Corporation is attempting to install a common sewage system to serve Carter Lake Subdivision, Carter Lake Subdivision, Sections Two, Three and Four and other areas in the said 210 acres in these restrictions referred to and that if such system is installed, then the owners of property in this tract agree to utilize said system and to pay the established connection fees and other costs and assessments established for the use and maintenance thereof.

16. TERM FOR WHICH THESE COVENANTS APPLY:

These covenants are to run with the land and shall be binding on all persons, firms, corporations, and other legal entities, and all persons, firms, corporations, and other legal entities claiming under them or it for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants and each of them, shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the persons, firms, corporations, or other legal entities then owning a majority of the square footage situated in this tract has been recorded agreeing to change said covenants in whole or in part.

17. ENFORCEMENT:

Enforcement of these covenants shall be by proceedings at law or in equity against any person, persons, firms, corporations, or other legal entities violating or attempting to violate any covenant herein contained, either to restrain violation or to recover damages.



18. SEVERABILITY:

Invalidation of any one of these covenants by judgment or order of the Court shall in no manner affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, WOODSON LUMBER COMPANY OF CAMERON and CARTER LAKE DEVELOPMENT CORPORATION, aforesaid, have caused these presents to be signed by their Vice President and President, respectively, and their corporate seals to be herunto affixed, this the 2nd day of November, 1970.

WOODSON LUMBER COMPANY OF CAMERON

By: M. G. Perkins  
M. G. Perkins, Vice President

CARTER LAKE DEVELOPMENT CORPORATION

By: John W. Harris  
John W. Harris, President

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared M. G. PERKINS, Vice President of WOODSON LUMBER COMPANY OF CAMERON, 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 WOODSON LUMBER COMPANY OF CAMERON, 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 the 15 day of March A. D. 1971  
David R. Price  
Notary Public in and for BRAZOS County, Texas.

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF BRAZOS

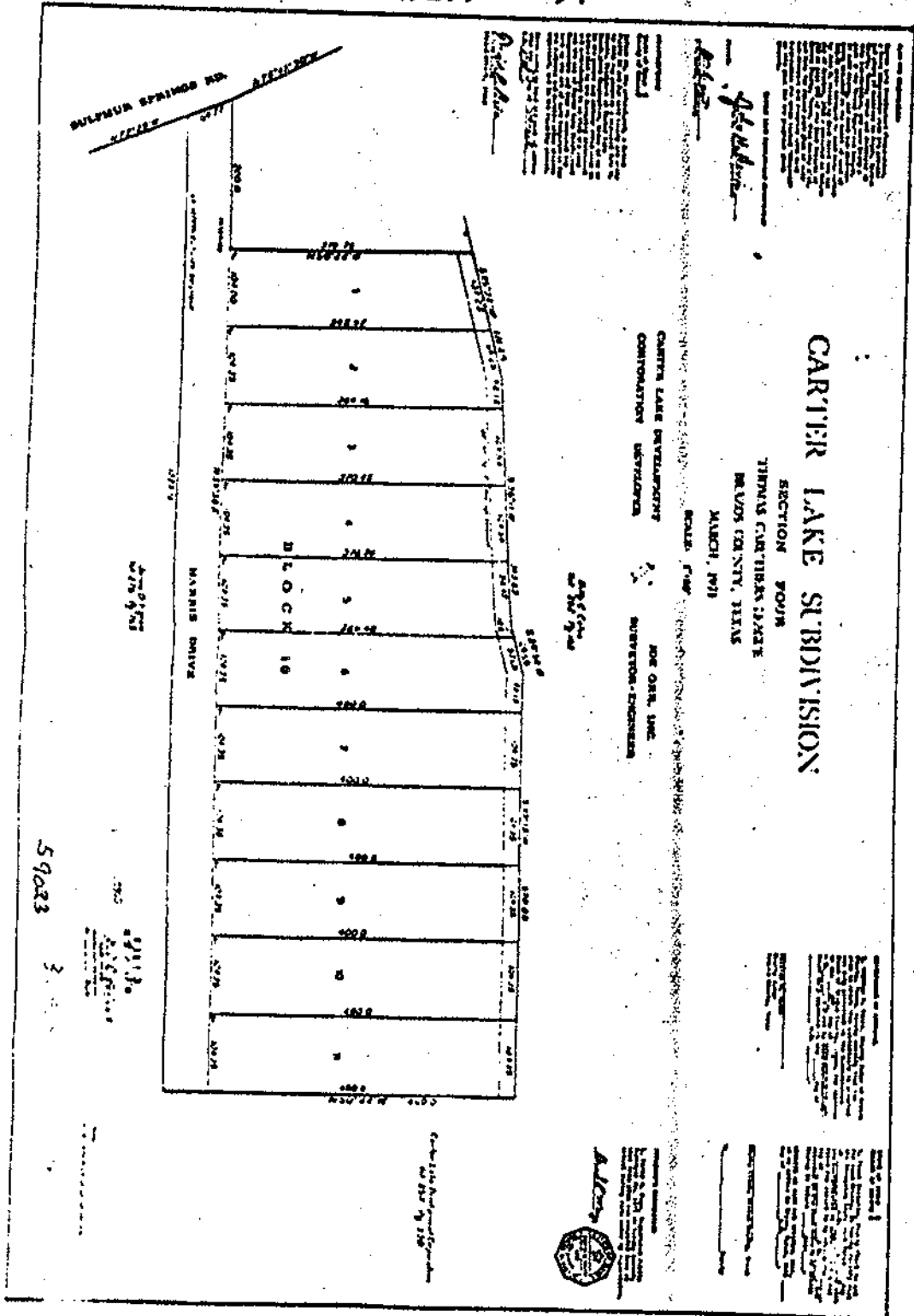
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOHN W. HARRIS, President of CARTER LAKE DEVELOPMENT CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CARTER LAKE DEVELOPMENT CORPORATION, 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 the 15 day of March A. D. 1971  
David R. Price  
Notary Public in and for BRAZOS County, Texas.



Exhibit A



CARTIER LAKE SUBDIVISION

SECTION FOUR  
THOMAS CARTIER, OWNER  
MADON COUNTY, MISSOURI

MARCH, 1921

CARTIER LAKE DEVELOPMENT COMPANY, INC. SUPERVISOR-ENGINEER

JOE ORR, INC. SUPERVISOR-ENGINEER

59023

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EXHIBIT B

Carter Lake Subdivision - Section Four

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League in Brazos County, Texas, being a part of that 210.92 acre tract conveyed to the Carter Lake Development Corporation by John W. Harris by deed dated 1 October 1965 and recorded in Volume 250, page 330 of the Deed Records of Brazos County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at an iron rod at the intersection of the northeast line of Sulphur Springs Road and the southeast line of Harris Drive.

Thence N 39° 38' E - 1323.11 feet with the southeast line of Harris Drive;

Thence N 50° 22' W - 460.00 feet;

Thence S 39° 38' W - 570.88 feet;

Thence S 24° 54' W - 69.59 feet;

Thence S 36° 11' W - 343.63 feet;

Thence S 25° 32' W - 171.48 feet;

Thence S 50° 22' E - 319.75 feet to the northwest line of Harris Drive;

Thence S 39° 38' W - 200.0 feet with the northwest line of Harris Drive to the northeast line of Sulphur Springs Road;

Thence S 72° 29' E - 64.77 feet with the northeast line of Sulphur Springs Road to the point of beginning and containing 11.92 acres of land more or less.

294-669

WOODSON LUMBER COMPANY OF CAMERON, §  
A TEXAS CORPORATION, CARTER LAKE §  
DEVELOPMENT CORPORATION, A TEXAS §  
CORPORATION, AND WILLIAM L. SMITH §  
AND WIFE, SANDRA A. SMITH §

A certain tract of land in  
the Thomas Caruthers League,  
Brazos County, Texas, plat  
thereof being attached to  
certain restrictions dated  
November 2, 1970, and being  
recorded in Volume 292, at  
Page 658, of the Deed Records  
of Brazos County, Texas.  
This amendment to such  
restrictions being dated  
June 1, 1971.

FILED  
At 9:35 O'clock AM

JUN 4 1971

FRANK BORISKIE  
County Clerk, Brazos County, Texas  
By *Theresa Taylor* Deputy

60900

DATE RECORDED JUN 8 1971

AMENDMENT TO RESTRICTIONS,

Carter Lake Subdivision, Section Four

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

WOODSON LUMBER COMPANY OF CAMERON, CARTER LAKE DEVELOPMENT CORPORATION, WILLIAM L. SMITH and wife, SANDRA A. SMITH, being all of the owners of a certain tract of land located in Brazos County, Texas, said tract being described as all of Carter Lake Subdivision, Section Four, as shown by the recorded map and plat thereof in Volume 292, at Page 670, of the Deed Records of Brazos County, Texas, do hereby adopt and establish the following changes and amendments to the restrictions as to use and occupancy dated November 2, 1970, and being recorded in Volume 292, at Page 658, of the Deed Records of Brazos County, Texas, such changes and amendments to such restrictions to apply uniformly to the occupancy, use, subdivision and conveyance of all property in said tract, and the occupancy and use of Carter Lake.

Paragraph 13, "CARTER LAKE AND OTHER DESIGNATED AREAS", shall be changed and amended by the addition of the following subparagraph:

"Provided, however, anything in these restrictions, or this paragraph, to the contrary notwithstanding, the assessment provided for in this paragraph, and the lien securing the same, shall be subordinate and inferior to, but only to, any purchase money notes executed by purchasers of land from Woodson Lumber Company of Cameron or Carter Lake Development Corporation, and to the liens securing the payment of any such notes."

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All other terms and provisions of the restrictions above referred to shall be and remain unchanged and in full force and effect.

EXECUTED this 1st day of June, 1971.

WOODSON LUMBER COMPANY OF CAMERON

By: M.G. Perkins  
M.G. Perkins, Vice President

CARTER LAKE DEVELOPMENT CORPORATION

By: John W. Harris  
John W. Harris, President

William L. Smith  
William L. Smith

Sandra A. Smith  
Sandra A. Smith

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared M. G. PERKINS, Vice President of WOODSON LUMBER COMPANY OF CAMERON, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WOODSON LUMBER COMPANY OF CAMERON, 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.

WITNES UNDER MY HAND AND SEAL OF OFFICE this the 3 day of June, A. D. 19 71.



James C. Wilson  
Notary Public in and for Brazos County, Texas.

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOHN W. HARRIS, President of CARTER LAKE DEVELOPMENT CORPORATION, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and he executed the same in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of JUNE, A. D. 1971.  
*James C. Wilson*  
Notary Public in and for BRAZOS County, Texas.

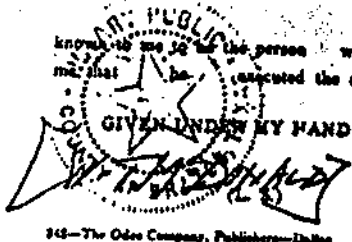


SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared WILLIAM L. SMITH, 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 2 day of JUNE, A. D. 1971.  
*W. T. [Signature]*  
Notary Public in and for BRAZOS County, Texas.



SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared SANDRA A. SMITH, whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of JUNE, A. D. 1971.  
*W. T. [Signature]*  
Notary Public in and for BRAZOS County, Texas.

