

FARMS RANCHES HOMES

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1815 S. Commercial Avenue Coleman, TX 76834 Phone: (325) 625-4181 Cell: (817) 964-0986 Realtor: Marsha Spinks

www.liveoakrealtors.com



300 Blk E. 24th, Coleman

Price: \$30,000	Improvements: None		
Lot Size: 1.44 Acres	Fence: None		
School District: Coleman ISD	Estimated Taxes: \$140		
Gas: None	Electric: Coleman County Electric		
Sewer: Accessible	Water: Coleman City Water at Road		
Legal Description: Countryside South Addn Town Coleman, Block 2, Lot 1,2,3,			
300 Blk E 24th			
Directions: Corner of E. 24th Street and	Highway 206 South		
Property Description: Spacious corner lot in one of the nicest areas of Coleman, Southpark Addition! Situated on the south edge of town, within walking distance of Coleman ISD & surrounded by stunning custom builds. Access to city water, sewer & co-op electricity.			







RESTRICTIONS

Countryside South No. 2 Addition to City of Coleman, Coleman County, Texas

STATE OF TEXAS	S						
	S	KNOW	ALL	MEN	BY	THESE	PRESENTS:
COUNTY OF COLEMAN	S						

That this Agreement made and entered into this the <u>6th</u> day of <u>February</u>, 1997, BY <u>GARY METCALF and wife</u>, <u>BARBARA METCALF; MIKE BOWERS and wife, MARY ANN BOWERS</u>; JAMES HUNTER; TOMMY SLOAN Senior Vice-President of FIRST COLEMAN NATIONAL BANK; MAC ANDERSON, of <u>COLEMAN</u> COUNTY STATE BANK: <u>RODNEY IVY</u> and wife, DEBBLE K. IVY; and RAY L. PARKER and wife, CAROL ANN PARKER

all of the County of Coleman, and State of Texas, being the owners of all of the lots that comprise that certain tract of land known as Countryside South No. 2 Addition to the City of Coleman, in Coleman County, Texas, as said Addition is shown by a plat of record in Vol. LB, page 412 of the Plat Records of Coleman County, Texas, which is here referred to for all purposes, in order to promote sales, desirable buildings and development, and for the convenience and comforts of those who might hereafter reside on and own lots in Countryside South No. 2 Addition do hereby adopt and dedicate and restrict all of said Countryside South No. 2 Addition in accordance with the following considerations and restrictions which restrictive covenants shall run with the land in accordance with the terms of this instrument shall be binding on the owners, their heirs, successors and assigns and upon all subsequent owners of such property, to-wit:

Ι.

No lot or homesite shall contain less than .48 acre.

II.

No structures shall be erected upon any residential building lot or plot other than one detached single family dwelling, not to exceed two stories in height, and other structures and buildings ordinarily used in connection with single family dwellings. All lots located in Countryside South No. 2 Addition to the City of Coleman, are to be used as residence and homes and the same be a residential district exclusively; however, these restrictions shall not be construed to prevent occupancy by domestic servants.

IV.

All dwellings shall contain a minimum of 1,800 square feet of living area excluding attached or detached garages, open breezeways, open porches or terraces not enclosed by a solid wall. Existing houses on Lots 4 and 14, which have been constructed prior to this date, are hereby deemed to be in compliance with the requirements of this paragraph.

v.

All single story residential dwellings will be a minimum of 80% masonry construction with stone or brick facing only that shall cover 80% of the exterior of the building. The ground floor story of any multi-story building shall comply with the construction requirements as apply to single story buildings. Any wooden construction must be painted or stained with a minimum of two coats of paint or stain and periodically repainted or restained so that it will give a general appearance of being well kept and in a good state of repair.

VI.

All buildings shall be of new on-site construction and no old structures or pre-fabricated structure shall be moved in or on any part of this Addition.

VII.

No mobile home, house trailer, shack, or tent shall be permitted in or on any part of this Addition.

VIII.

No dwelling or building shall be erected, constructed, placed or altered in this Addition until the building plans, specifications and plot plans, showing the location of such building or buildings, have been approved in writing as to general appearance, material, conformity and harmony of external design as desired by Developer in this Addition, and as to the location of the building or buildings with respect to topography and finished ground elevation by the Developer or by a representative designated by Developer, who must also approve materials and exterior color scheme on all buildings constructed, placed or erected thereon.

DEED RECORDS 672

IX.

These restrictions shall be in force from the date hereof, and may be repealed or amended only by a unanimous written approval of all of the property owners in this Addition.

Х.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

XI.

No excavations, except such as is necessary for the construction of improvements, shall be permitted in this Addition. No earthen tanks shall be constructed without the approval of Developer.

XII.

Any and all lots, tracts or parcels of land in this Addition shall be dept in a sanitary condition. All garbage or refuse shall be immediately disposed of in a sanitary manner. Dumping of garbage or refuse on other lands on or in this Addition is strictly prohibited. Any private single dwelling house and its adjacent buildings (servants' quarters, etc.) must have <u>complete</u> sanitary plumbing and toilet facilities and all sewage and waste water must be disposed of by septic tank or by a municipal sewer system. All outside toilets and/or cesspools are prohibited. No condition will continue to exist that causes unpleasant noxious odors in this Addition caused by neglect or willful action of any

XIII.

No type or breed of fowl or animal shall be kept, bred or raised in any part of this Addition for boarding or commercial purposes. Only fowl being raised, kept, or bred in reasonable number for owner's personal use, enjoyment and home consumptions shall be kept on the premises anywhere on or in this Addition. All such fowl will be caged on owner's premises. No livestock except one horse or one head of cattle or domestic animal for each one-acre parcel or tract of land and kept for owner's personal use and enjoyment only, shall be kept, bred, or raised upon any land in this Addition. Hogs, swine and pigs are strictly prohibited in or on any part of this Addition.

XIV.

Any of the covenants herein may be enforced by injunction proceedings by the undersigned, or by any person or persons owning any interest materially affected thereby; conditioned, however, that such injunction shall not affect any mortgage or

other lien which may in good faith then be existing upon said property or any improvement thereon.

XV.

No noxious or offensive trade or activity shall be carried on upon any land in this Addition or in buildings thereon erected, which may be or become annoyance or nuisance to the neighborhood.

XVI.

No oil or gas well shall be drilled on any lot, tract or parcel of land in this Addition.

XVII.

No lot, tract or parcel of land in this Addition shall be used for any commercial or manufacturing enterprise.

XVIII.

No sign, bill boards, posters or advertising devices or any character shall be erected on any property in this Addition without the written consent of the Developer, and such consent shall be revocable at any time. However, it is agreed and understood that at the date of these restrictions, a sign has been erected on Lot 1 and that said sign is deemed to be in place with the consent of Developer in its present condition. Any replacement other than repair and maintenance, shall require consent of Developer as provided above.

XIX.

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For purposes of this Agreement, Developer as referenced herein, is RODNEY IVY and wife, DEBBIE K. IVY, their heirs, successors and assigns.

Executed this <u>644</u> day	of <u>Jehrmany</u> , 1997
Jany Meterly	Brokana E. Metcall
Miter Bawles	Alyline & aus
maryann Bowers	Horang King
FIRST COLEMAN NATIONAL BANK	
BY: Tommy Stran SV.P.	-

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AGREED AND APPROVED by the following lienholders on portions of said Addition:

COLEMAN COUNTY STATE BANK tudektor a BY:

RAY PARKER L. lnn CAROL ANN

PARKER

STATE OF TEXAS § COUNTY OF COLEMAN § This instrument was acknowledged before me on this <u>676</u> day of ______, 1997 by _____ Notary Public, State of Texas BECKY WATSON NOTARY PUBLIC STATE OF TEXAS STATE OF TEXAS OF THE My Commission Expires 7-2-97 COUNTY OF COLEMAN 8 This instrument was acknowledged before me on this 7+ day Filmary, 1997 by James Muntu of Waton State of Texas Notafy Publac, BECKY WATSON NOTARY PUBLIC STATE OF TEXAS STATE OF TEXAS § My Commission Expires 7-2-97 COUNTY OF COLEMAN ş This instrument was acknowledged before me on this <u>74k</u> day of Secly Public, Bec Watson Notary BECKY WATSON State of Texas NOTARY PUBLIC ----- Pypires 7-2-97

STATE OF TEXAS § COUNTY OF COLEMAN § This instrument was acknowledged before me on this THL day February, 1997 by Mary Cons of Bours Notary Public/ State of Texas BECKY WATSON NOTARY PUBLIC STATE OF TEXAS STATE OF TEXAS § My Commission Expires 7-2-97 COUNTY OF COLEMAN 5 This instrument was acknowledged before me on this 7th day of _____February ecky Watson Public, State of Texas Notary STATE OF TEXAS BECKY WATSON S NOTARY PUBLIC COUNTY OF COLEMAN STATE OF TEXAS 5 My Commission Expires 7-2-97 This instrument was acknowledged before me on this 13th day of February , 1997 by BARBARA METCALF Vator Notary Public, State of Texas BECKY WATSON STATE OF TEXAS § NOTARY PUBLIC STATE OF TEXAS COUNTY OF COLEMAN My Commission Expires 7-2-97 ş This instrument was acknowledged before me on this 14th day of <u>Albruay</u>, 1997 by <u>Mac and uson</u> Vice-President of Coleman County State Bank, on behalf of said Bank. AT PU12 Ann Jackson Notary Public, State of Texas ANN JACKSON Notary Public STATE OF TEXAS My Commission Expires 1 APRIL 26, 1998

DEED RECORDS 672

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This instrument was of <u>February</u> DEBBIE K. IVY	s acknowledged before me on this <u>18th</u> day , 1997 by <u>RODNEY IVY and wife</u> <u>Becky Watsm</u> Notary Public, State of Texas
STATE OF TEXAS COUNTY OF COLEMAN This instrument was of <u>February</u> CAROL ANN PARKER	S S S S BECKY WATSON NOTARY PUBLIC STATE OF TEXAS My Commission Explus 7.2.97 S acknowledged before me on this day , 1997 byRAY L. PARKER and wife,
STEPHEN AUTRY NOTARY PUBLIC STATE OF TEXAS STATE OF TEXAS COUNTY OF COLEMAN	Notary Public, State of Texas
This instrument was	s acknowledged before me on this day
of	, 1997 by
of	
of STATE OF TEXAS	
STATE OF TEXAS	, 1997 by
STATE OF TEXAS COUNTY OF COLEMAN This instrument was	
STATE OF TEXAS COUNTY OF COLEMAN This instrument was	Notary Public, State of Texas \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

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RESTRICTIONS COUNTRYSIDE SOUTH ADDITION TO THE CITY OF COLEMAN. COLEMAN COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE STATE OF TEXAS

COUNTY OF COLEMAN

THAT THIS AGREEMENT made and entered into this the <u>30</u> day of <u>April</u>, 1998, by James C. Hail and wife, Chrissi Hail, Gerald Hadden and wife, Linda Hadden, Lynn Cardinas and wife, Victoria Cardinas, Janet Barker, a single person, Garry Cox and wife, Debra Cox, Gary Strickland and wife, Mary Strickland, Danny Armstrong and wife, Lindi Armstrong, Mike Barker and wife, Tanya Barker, and Mary Frances Broyles, a widow, of the County of Coleman, and State of Texas, being the owners of all that certain tract of land known as Countryside South Addition to the City of Coleman, in Coleman County, Texas, as said addition is shown by a plat of record in Vol. LB, Page _____ of the Plat Records of Coleman County, Texas, which is here referred to for the convenience and comforts of those who might hereafter reside on and own lots in said Countryside South Addition in accordance with the following considerations and restrict all of said Countryside South Addition in accordance with the terms of this instrument shall be binding on the owners, their heirs, successors, and assigns and upon all subsequent owners of such property, to-wit:

I.

No lot or homesite shall contain less than three (3) acres, with the exception of Lots Nos. One(1), Two (2), Three (3), and Four (4).

II.

No structures shall be erected upon any residential building lot or plot other than one detached single family dwelling, not to exceed two stories in height, and other structures and building ordinarily used in connection with single family dwellings.

III.

All lots located in Countryside South Addition to the City of Coleman, are to be used as residences and homes and the same shall be a residential district exclusively, however, these restrictions shall not be construed so as to prevent occupancy by domestic servants.

IV.

All dwellings shall contain a minimum of 1,400 square feet of living area excluding attached or detached garages, open breezeways, open porches or open terraces not enclosed by a solid wall.

All single story residential dwellings will be a minimum of 80% masonry construction with stone or brick facing only, that shall cover 80% of the exterior of the building. The ground floor story of any multi-story building shall comply with the construction requirements as apply to single story buildings. Any wooden construction must be painted or stained with a minimum of two coats of paid or stain and periodically repainted or restained so that it will give a general appearance of being well kept and in a good state of repair.

V.

VI.

All buildings shall be of new construction and no old structures shall be moved in or on any part of this subdivision.

VII.

No house trailer, shack or tent shall be permitted in or on any part of this subdivision.

VIII.

These restrictions shall be in force for a period of 50 years from the date hereof.

IX.

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

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No excavations, except such as is necessary for the construction of improvements, shall be permitted in this subdivision. No earthen tanks shall be constructed without the approval of the landowners.

XI.

Any and all lots, tracts or parcels of land in this subdivision shall be kept in a sanitary condition. All garbage or refuse shall be immediately disposed of in a sanitary manner. Dumping of garbage or refuse on other lands on or in this subdivision is strictly prohibited. Any private single dwelling house and its adjacent buildings (servants quarter, etc.) Must have complete sanitary plumbing and toilet facilities and all sewage and waste water must be disposed of by septic tank or city sewer where available. All outside toilets and/or cesspools are prohibited. No condition will continue to exist that causes unpleasant noxious odors in this subdivision caused by the neglect or willful action of any owner in the subdivision. No. Lot is to be used for the general overhaul of automobiles or other vehicles.

XII.

No type or breed of fowl or animal shall be kept, bred, or raided in any part of this subdivision for boarding or commercial purposes.

With regard to Lots Nos. 5, 6, 7, 8, 9, and 10, fowl may be raised kept, or bred in a reasonable number thereon, for the owner's personal use, enjoyment and home consumption. All such fowl must be caged on the owner's premises.

No fowl, horses, or cattle, shall be kept on Lots No. 1, 2, 3, and 4.

With regard to Lots Nos. 5, 6, 7, 8, 9, and 10, one horse or one head of cattle or domestic animal for each one acre of land may be kept for the owner's personal use and enjoyment only.

Hogs, swine and pigs are strictly prohibited in or on any part of this subdivision.

A dog or dogs, as family pets, may be kept on any lot in this subdivision, provided that such dog or dogs is, at all time, kept within a fenced area capable of containing such dog or dogs at all time. No owner shall permit his dog or dogs to run loose in the subdivision at any time.

XIII.

Any of the covenants herein may be enforced by injunction proceedings by the undersigned, or by any person or persons owning any interest materially affected hereby; conditioned, however, that such injunction shall not affect any mortgage or other lien which may, in good faith, then be existing upon said property or any improvement thereon.

XIV.

No noxious or offensive trade or activity shall be carried on upon any land in this subdivision or in buildings thereon erected, which may be or become an annoyance or nuisance to the neighborhood.

XV.

No oil or gas well shall be drilled on any lot, tract or parcel of land in this subdivision.

XVI.

No lot, tract or parcel of land in this subdivision shall be used for any commercial or manufacturing enterprise, with the exception of lot 8, which may be used for a Beauty Shop only, and only by Tanya Barker.

XVII.

No sign, billboards, posters or advertising devices of any character shall be erected on any property in this subdivision without the written consent of the property owners, and such consent shall be revocable at any time.

XVIII.

No lot in this subdivision shall be re-subdivided to contain more than one single family residence without the consent of the property owners.

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EXECUTED THIS 30 DAY OF April, A.D., 1998 JAMES I AII

G GERALD HADDEN

admit m (N CARDINAS LYN

Barken NET BARKER

buch GARY STRICKLAND DANNY ARMSTRONG

MIKE BARKER

CHRISSI HAIL

LINDA HADDEN

Victoria Earlin VICTORIA CARDINAS

ara DEBRA COX

Mary A MARY STRICKLAND

LINDI ARMSTRONG

Jan a Barber TANYA BARKER

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MARY FRANCES BROYLES

THE STATE OF TEXAS COUNTY OF

This instrument was acknowledged before me on the <u>11</u> day of <u>May</u>, 1998, by Mary Frances Broyles. Kare E Nace Notary Public, State of Texas



490

Deed Records 681 THE STATE OF TEXAS COUNTY OF COLEMAN This instrument was acknowledged before me on the 20th day of Mary , 1998, by ATL. DONNA L. WATSON NOTARY PUBLIC STATE OF TEXAS My Commission Expires 7-29-2000 X ma Notary Public, State of Texas Morte STATE OF TEXAS COUNTY OF COLEMAN This instrument was acknowledged before me on the 20th day of May; 1998, by CHRISSIHAIL DONNA L. WATSON anna NOTARY PUBLIC STATE OF TEXAS My Commission Expires 7-29-2000 Notary Public, State of Texas and? THE STATE OF TEXAS COUNTY OF COLEMAN This instrument was acknowledged before me on the day of May, 1998 by GERALD HADDEN. Cros Lie Notary Public, State of Texas LESLIE CROSS NOTARY PUBLIC STATE OF TEXAS My Commission Expires 7-22-2001 THE STATE OF TEXAS COUNTY OF COLEMAN This instrument was acknowledged before me on the 11^{th} day of May, 1998, by LINDA HADDEN. 2 ME LESLIE CROSS Notary Public, State of Texa THE STATE OF TEXAS NOTARY PUBLIC STATE OF TEXAS My Commission Expires 7-22-2001 AL OTHER COUNTY OF COLEMAN This instrument was acknowledged before me on the 2/2 day of May, 1998 by LYNN CARDINAS. anna a DONNA L. WATSON NOTARY PUBLIC STATE OF TEXAS My Commission Expires 7-29-2000 Notary Public, State of Texas

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THE STATE OF TEXAS COUNTY OF COLEMAN

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This instrument was acknowledged before me on the day off May, 1998 by
VICTORIA CARDINAS. LESLIE CROSS
(TAP) NOTARY PUBLIC
STATE OF TEXAS My Commission Expires 7-22-2001 Destie Crcss
Notary Public, State of Texas
THE STATE OF TEXAS
COUNTY OF COLEMAN
This instrument was acknowledged before me on the 4 day of May , 1998 by JANET
BARKER
DONNAL WATSON NOrma 2. Watson
Notary Public, State of Texas
My Commission Expire: (-29-2000)
THE STATE OF TEXAS
COUNTY OF COLEMAN
15+
This instrument was acknowledged before me on the 15^{\pm} day of June 1998 by GARRY
COX. LESLIE CROSS
NOTARY PUBLIC CLEAR CITYS
STATE OF TEXAS Notary Public, State of Texas
Contraction and a second s
THE STATE OF TEXAS
COUNTY OF COLEMAN
This instrument was acknowledged before me on the 20 day of May, 1998 by DEBRA
This instrument was acknowledged before me on the $\frac{20}{100}$ day of $\frac{1100}{1100}$, 1998 by DEBRA
LESLIE CROSS
STATE OF TEXAS Notary Public, State of Texas
STATE OF TEXAS
COUNTY OF COLEMAN
This instrument was acknowledged before me on the 3 day of Jord, 1998 by GARY
STRICKLAND.
Jonna & Walnum
Notary Public, State of Texas
DONNA L. WATSON
STATE OF TEXAS
TOT My Commission Expires 7-29-2000

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STATE OF TEXAS COUNTY OF COLEMAN This instrument was acknowledged before me on the <u>7</u> th day of <u>May</u> , 1998 by MARY STRICKLANTED NOTARY PUBLIC STATE OF TEXAS Wy commission tapin 7-22-2001 Totary Public, State of Texas STATE OF TEXAS COUNTY OF COLEMAN
This instrument was acknowledged before me on the 20 ⁴ day of May, 1998 by DANNY ARMSTRONG. LESLIE CROSS NOTARY PUBLIC NOTARY PUBLIC OTATLE OF TEXAS COUNTY OF COLEMAN
This instrument was acknowledged before me on the <u>20^H</u> day of <u>May</u> , 1998 by LINDI ARMSTRONG. LESUE CROSS NOTARY PUBLIC STATE OF TEXAS TATE OF TEXAS COUNTY OF COLEMAN This instrument was acknowledged before me on the <u>28</u> day of <u>May</u> , 1998, By MIKE
BARKER. LESLIE CROSS NOTARY PUBLIC STATE OF TEXAS STATE OF TEXAS COUNTY OF COLEMAN
This instrument was acknowledged before me on the <u>Barker</u> , 1998 by TANYA BARKER. LESLIE CROSS NOTARY PUBLIC STATE OF TEXAS My commission Expline 7-22-2001
File Number: 1249 Filed for Record: June 3, 1998 at 11:15 AM JoAnn Hale, County Clerk Recorded: June 4, 1998 at 9:30 AM Coleman County, Texas By: Automatical Smith Deputy Patricia Smith ****

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