

Lone Star Addition

FIXED FOR RECORD
7th DAY OF Nov 1977
AT 1:15 O'CLOCK P.
B.F. C...
County Clerk, Deaf Smith County
By *Juanita Hoggins*

DEDICATION DEED
LONE STAR ADDITION
TO THE CITY OF HEREFORD,
DEAF SMITH COUNTY, TEXAS

THE STATE OF TEXAS I
 I
 I KNOW ALL MEN BY THESE PRESENTS, THAT:
 I
COUNTY OF DEAF SMITH I

WHEREAS, LONE STAR PROPERTIES, a Limited Partnership organized under the Limited Partnership Act of Texas is the owner of the realty described on EXHIBIT A, hereinafter sometimes referred to as TRACT I, and Atha Lee McIver, James Calvin McIver, and John Horace McIver, hold a Vendor's Lien reserved in a deed dated December 9, 1975, recorded in Volume 293, Page 256 of the Deed Records of Deaf Smith County, Texas, and a Deed of Trust lien recorded in Volume 126, Page 32 of the Deed of Trust Records of Deaf Smith County, Texas, said liens being on all of the realty described on EXHIBIT A, SAVE AND EXCEPT for a 24,033.8 square foot tract out of the Southeast part of the realty described on EXHIBIT A, more particularly described in a Warranty Deed from Greenwood Baptist Church of Hereford, Inc., to Lone Star Properties dated the 1st day of November, 1976; and

WHEREAS, Greenwood Baptist Church of Hereford, Inc., a non-profit Texas corporation, is the owner of the following described realty hereinafter referred to as TRACT II, to-wit:

The East 290 feet of the South 450.63 feet of Block 28, Welsh Addition to the Town of Hereford, Deaf Smith County, Texas (the area shown on EXHIBIT D attached and marked "GREENWOOD BAPTIST CHURCH" shall hereafter be known as Lot 11, Block 1, Lone Star Addition to the City of Hereford, Deaf Smith County, Texas);

and

WHEREAS, the Veterans Land Board of the State of Texas is the record owner of four (4) tracts of realty described on EXHIBIT B, hereinafter collectively referred to as TRACT III, which four (4) tracts of realty described on EXHIBIT B are subject to Veterans Land Board contracts held by GARY MINER and wife, ZONA MINER (Tract IIIA), GERALD HARDER and wife, BEVERLY HARDER (TRACT

IIIB), RICHARD LOOKINGBILL, a single man (TRACT IIIC), and PAUL EASLEY and wife, BILLIE EASLEY (TRACT IIID), all of which said parties join herein; and

WHEREAS, all of said owners, with the approval of the lienholders on TRACT I desire to dedicate said realty as "LONE STAR ADDITION to the City of Hereford, Deaf Smith County, Texas":

NOW, THEREFORE, all of the above named owners and said lienholders do hereby adopt, approve, and confirm the attached field notes for "LONE STAR ADDITION" attached to this document as EXHIBIT "C" and the plat of said "LONE STAR ADDITION" attached as EXHIBIT "D", both prepared by Kenneth W. Hagar, Registered Public Surveyor of Hereford, Texas, and the undersigned do hereby specifically dedicate to the use of the public forever the streets and alleys as shown on such plat of said addition.

Such addition shall hereafter be known as "LONE STAR ADDITION to the City of Hereford, Deaf Smith County, Texas," and shall consist of Blocks One (1), Two (2), Three (3), and Four (4), and the blocks or the lots into which such blocks are divided, as shown on such attached plat, or parts of such lots, may be described and conveyed as Lots and Blocks of "LONE STAR ADDITION to the City of Hereford, Deaf Smith County, Texas," and such description will be sufficient to convey any lots or blocks or parts of lots or blocks in said Addition.

As a part of the dedication of Lone Star Addition and for the benefit of the present owners and all owners hereafter holding title to said property and/or any parts thereof and for the citizens of Hereford, Texas, we do hereby impress and impose the following restrictions upon all of the lots or parts of lots in said Lone Star Addition, to-wit:

1. All of said property EXCEPT Lot 11, Block 1, shall be used for residential purposes only, and no commercial businesses or establishments of any kind shall be conducted upon any of said Blocks or Lots or parts of Lots. Lot 11, Block 1, may be used for church purposes and/or residential purposes, only.

2. Only single-family residence units shall be erected upon any of such residential Lots or parts thereof comprising said Addition.
3. No main dwelling or residence shall be erected upon any of said Lots or Blocks or parts of Lots which shall have a ground floor area, exclusive of porches and garages, of less than fifteen hundred (1,500) square feet. In addition, no residence unit shall be constructed upon any portion of one or more of said lots which portion comprises less than sixty-five (65) feet in width.
4. Each residence constructed upon any lot or building plot shall have an enclosed garage to accommodate at least two (2) automobiles attached thereto as a part thereof or detached and adjacent thereto.
5. The exterior of each single-family main dwelling or residence erected upon, or upon any portion of, any of said Lots or Blocks, as shown on said plat, must be of stucco, brick or stone construction, but if such exterior is constructed of brick or stone, such exterior construction must be at least eighty per cent (80%) brick or stone. The exterior walls of each detached garage, if any, shall be of the same type material as that of the respective main building served by it or them.
6. No noxious or offensive activity of any kind shall be carried on in said Addition, nor shall any activity or business be conducted so as to become an annoyance or nuisance to the neighborhood.
7. All residences shall be constructed upon the ground, and no main building or residence of any kind shall be moved upon any property in said Addition, and no residence of any temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporary or permanent.
8. The exterior of each main dwelling or residence erected upon any of such Lots or parts thereof shall be completed within one year after commencement of construction thereof.
9. No sign of any kind shall be displayed to the public view, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
10. All residences shall be set back in accordance with the set-back lines shown on the plat of such property. In any event, no building shall be located upon all or any parts of said Lots or Blocks nearer than twenty-five (25) feet from the front lot line, or nearer than six (6) feet from an interior lot line, or nearer than fifteen (15) feet from each side street line.
11. All premises shall be at all times kept in a clean, sightly and wholesome condition, and no trash, litter, or junk shall be permitted to remain on the premises. No farming equipment, trailers, trucks, swine, cattle, goats, rabbits, poultry, or other livestock shall ever be kept or maintained on said property, and no truck or farm machinery shall be kept overnight on any street.

12. No wall or fence shall be altered, placed, erected, or maintained nearer to any street than the minimum building set-back line, except that on corner lots a fence, not exceeding six (6) feet in height, may be constructed along the rear lot line to the side street lot line and forward along the side street lot line not farther than to the rear of the dwelling.

All of the above mentioned covenants herein contained are to run with the land and shall be binding on all parties, and all persons claiming under them, for a period of forty (40) years from the date that this instrument is filed for record in the Deed Records of Deaf Smith County, Texas, after which time said covenants shall be automatically extended for successive periods of ten (10) years at a time unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

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

Each and every property owner in such Addition shall have and is given the right to pursue each and every remedy now or that may hereafter be provided by law to prevent the breach of any covenant contained herein, and to enforce the terms thereof, but any such breach shall never cause a reverter of the title and shall not affect any mortgage or other lien which may in good faith be existing or placed on said property or any improvements thereon.

Each of the undersigned owners and lienholders, hereby name, designate, constitute and appoint in their place and stead Lone Star Properties as their attorney in fact to petition the City of Hereford, Texas for the annexation of said realty comprising "LONE STAR ADDITION" to the City of Hereford, Texas.

DATED this 1st day of June, 1977.

LONE STAR PROPERTIES,
A Limited Partnership,
By: LONE STAR AGENCY, INC.
General Partner

By Don Tardy
Don Tardy, Attorney in Fact

By Kenneth R. Rogers
Kenneth R. Rogers, Attorney in Fact

ATTEST:

By Billy D. Hutson
Secretary

GREENWOOD BAPTIST CHURCH OF
HEREFORD, INC.
By Rev. Prentice D. Smith
President

VETERANS LAND BOARD OF THE STATE OF TEXAS

By Bob Armstrong
Bob Armstrong, Chairman

Gerald Harder
Gerald Harder

Beverly Harder
Beverly Harder, wife of Gerald Harder

Paul Easley
Paul Easley

Billie Easley
Billie Easley, wife of Paul Easley

Gary Miner
Gary Miner

Zona Miner
Zona Miner, wife of Gary Miner.

Richard Lookingbill
Richard Lookingbill, a single man

LIENHOLDERS' CONSENT

The undersigned lienholders referred to in the above Dedication Deed hereby approve and consent to such Dedication Deed and the imposition of the restrictions contained therein upon such realty. We further hereby consent to the annexation of such realty to the City of Hereford, Texas.

DATED this 5 day of May, 1977.

Atha Lee Mciver
Atha Lee Mciver

James Calvin Mciver
James Calvin Mciver

John Horace Mciver
John Horace Mciver