

1967 Deed Restrictions

THE STATE OF TEXAS

COUNTY OF SAN JACINTO

Know all men by these presents, that we, A.H. ETIE, ALFRED HALLA, JR., and LEWIS C. HOLDER, hereinafter styled Owners, of Harris County Texas, where our principal place of business is so located at 2713 Bissonnet Street, as sole owners of 81.71 acre track of land situated in the Issac Jones League, Abstract #23 in San Jacinto County, Texas, have subdivided same into residential subdivision known as POINT LOOKOUT-WEST SECTION I AND SECTION II, as is described by metes and bounds on map and plat thereof, under dedication dated April 18, 1967, and filed for record in the office of the County Clerk of San Jacinto County, Texas, under File No. 616 for recording in the Deed Records of said County, and in conjunction therewith do hereby establish, adopt and promulgate the conditions, covenants, warranties and restrictions as to the ownership and use thereof, which shall be applicable to and run with the land, thereby binding Owners herein, their heirs or assigns, and all purchasers of lots situated within said subdivision or additions thereto all as is hereafter set out.

PREAMBLE

It is the intention of Owners herein that POINT LOOKOUT-WEST SECTION I and SECTION II, under the above mentioned development shall be maintained as a residential subdivision as reflected by the aforesaid map and plat, in which the owners of lots may be protected in the enjoyment of their property, and the use of the other developments thereon, including streets and park facilities as hereinafter provided, excluding however, Areas A, B, C & D as hereinafter mentioned and as reflected by map and plat above mentioned and filed in conjunction herewith. These covenants have been promulgated with a view toward allowing a maximum of activity insofar as recreational uses and related matters are concerned, while assuring the purchasers of lots therein safeguards of appearance, sanitation and maximum protection of other rights and of the assumption of responsibilities as hereinafter set out. The restrictions, covenants and conditions as hereinafter set out shall and do apply to both Sections I and II hereof.

I

RESIDENTIAL AREA RESTRICTIONS, CONDITIONS AND COVENANTS:

1. No lot shall be used except for single-family residence purposes.
2. No building shall be erected, placed or altered on any residential lot until the construction plans and specifications and plan showing the location of the structure have been approved by the POINT LOOKOUT-WEST RESTRICTIONS COMMITTEE (as hereinafter established) as to compliance with these restrictions on quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any residential lot unless similarly approved. Approval shall be as provided in part IV hereof.
3. The floor area of all residences, exclusive of open porches and garages, shall be not less than 1100 square feet in Section I and not less than 900 square feet in Section II. The design, materials and workmanship in all buildings shall be in conformity with standards in common use by architects and builders of quality homes.

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4. No building shall be located on any residential lot nearer than 20 feet to the front lot line. No building shall be located nearer than five (5) feet to an interior or cornerside lot line.

5. Any residence, once commenced, must be "dried in" within six months. By the term "dried in" means that the outside must have the appearance of being a completed house, with all necessary windows, doors, roof, paint and trim. If not "dried in" within six months after such residence is commenced, the owner of same hereby gives the POINT LOOKOUT-WEST RESTRICTION COMMITTEE (as hereinafter established) the right and authority to enter upon the property upon which such structure is situated and to disassemble such structure and stack same on the premises. The owner or occupant of any such lot agrees, by the purchase or occupation thereof, that said POINT LOOKOUT-WEST RESTRICTIONS COMMITTEE, shall not be liable in trespass or otherwise, in entering upon and disassembling any such structure.

6. Lots are purchased subject to easements established or to be established by grant or agreement between Owners and the utility companies furnishing the electric, gas, phone, sewage and water utilities, and in addition thereto, waterfront lots are purchases subject to a "wave action easement" as established by the Trinity River Authority, which shall remain invested in Owners, their heirs or assigns, irrespective of multiple sales out of lots within this subdivision.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats may be kept, provided they are not kept, bred, or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lot.

10. Whenever a residence is established on any lot, it shall be provided with an inside toilet, and shall be connected immediately with a septic tank, at the expense of the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of the Health Officer of San Jacinto County, Texas, and/or the POINT LOOKOUT-WEST RESTRICTIONS COMMITTEE. The drainage of septic tanks into a road, street, alley, or other public ditch, or Lake Livingston, either directly or indirectly, is strictly prohibited.

11. Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water and shall be not less than 12 inches diameter culvert.

12. The owners and/or occupants of lot or lots in this subdivision, who have built a dwelling on their said lot, shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and in no event use any lot for storage of material and equipment except for normal residential construction requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the

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event of default on the part of owner or occupant of any lot in this subdivision in observing the above requirements, or any of them, POINT LOOKOUT-WEST RESTRICTIONS COMMITTEE (as herein established) may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut such weeds and grass, and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to place such lot in a neat, attractive, healthful and sanitary condition, and may bill the owner or occupant of such lot for the cost of such work, as the case may be, agrees by the purchase or occupation of any lot, in this subdivision, to pay such statement immediately upon receipt thereof.

13. No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any residential lot without the consent in writing of the POINT LOOKOUT-WEST RESTRICTIONS COMMITTEE. Developers or members of the Committee shall have the right to remove any such sign, advertisement, billboard, or structure, which is placed on any residential lot without such consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

14. No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the twenty (20) feet building set-back lines. The parking of automotive vehicles on road shoulders for a period longer than twenty four (24) hours is prohibited.

15. In reserved Areas A and B as designated in map and plat of this subdivision Owners herein reserved to themselves, their heirs and assigns, the expressed right to sell fee simple ownership in "wave action easement", and do all things and investing such right in the Trinity River Authority, free and clear of any claim of lot owners in said subdivision. In addition to the provision as here contained, Owners expressly reserve to themselves, their heirs or assigns, the further rights as hereinafter provided as to Areas A and B.

Reserved areas C and D are being developed by Owners for recreational and pleasure of lot Owners in developments of Owners herein; however, it is contemplated that alternate use or ultimate disposition of either area will not be made by Owners, their heirs or assigns, so long as the defined purpose of said areas is advantageously serving in this respect. However, the provision here made is discretionary with said Owners, their heirs or assigns, in interpreting the use so made.

16. All residences and other buildings must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.

17. No residential lot in POINT LOOKOUT-WEST Subdivision as platted shall be resubdivided in any manner except as follows:

Any person or persons owning two or more adjoining lots in said subdivision may subdivide or consolidate such lots into building sites with the privilege of placing or constructing improvements on each such resulting building site, provided that such subdivision or consolidation does not result in more building sites, than the number of platted lots involved in such subdivision or consolidation.

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III

1. Reserved Areas A and B shall be used by the owners of lots in POINT LOOKOUT-WEST. This reserve area shall be used as a community and recreational area for the benefit of all of such lot owners, and for the benefit of the subdivision - including (but not by way of limitation) community and civil enterprises, swimming, boating, outdoor sports, and other recreational activities.

2. Buildings or structures approved by the Committee shall be permitted for the purpose set out in Paragraph 1 above on Reserved Areas A and B, and any other purpose deemed by POINT LOOKOUT-WEST RESTRICTIONS COMMITTEE to be for the common good and benefit of all lot owners in the subdivision and any future sections subsequently developed.

3. Only the lot owner and/or occupants of lot in POINT LOOKOUT-WEST, together with their guests when accompanied by the owner or occupant, shall be permitted to have the use of Reserved Areas A and B and the general public is specifically excluded therefrom, and the maintenance and use thereof shall be under the exclusive control and supervision of the RESTRICTIONS COMMITTEE.

IV

1. There is hereby created the POINT LOOKOUT-WEST RESTRICTIONS COMMITTEE, which shall be composed initially of A. II. ETIE, L. C. HOLDER and A. HALLA, JR., all residents of Houston, Texas. Vacancy in the Committee at any time shall be filled by vote of the remaining members.

2. POINT LOOKOUT-WEST RESTRICTIONS COMMITTEE, shall be the representatives of all the property owners in POINT LOOKOUT-WEST SUBDIVISION, in assisting in preservation of property values; and the Committee shall have the powers and functions (but not by way of limitation) herein listed, but shall not have the sole obligation with respect to enforcement of restrictions; - such powers being:

(a) Collect and expend, in the interest of POINT LOOKOUT-WEST, the maintenance Fund created in this instrument .

(b) Enforce these covenants and restrictions by appropriate proceedings.

(c) Enforce any lien imposed on any lot or lots in this addition by these restrictions.

(d) It is contemplated that developers, or their assignees or nominees of Reserved Areas A and B will construct solely from maintenance fund proceeds, various community improvements on such construction. The Committee is hereby given express power, right and authority to pledge, hypothecate, collaterally assign or otherwise mortgage any moneys paid or to be paid to the Maintenance Fund in connection with the financing of such construction, or in repayment thereof to the developing corporation or any lending agency or institution.

(e) Approve or reject plans and specifications for improvements to be erected in POINT LOOKOUT-WEST. In the event the Committee fails to approve or disapprove within thirty (30) days after submission to it of plans and specifications, the owner shall send notification to POINT LOOKOUT-WEST RESTRICTIONS COMMITTEE by registered mail in care of A. HALLA, JR., 2713 Bissonnet Street, Houston, Texas, notice that his or her plans and specifications have not been approved in such thirty day period. If another ten days elapses without notification to the owner by the Committee of approval or disapproval, approval will not be required, and the related covenant shall be deemed to have been satisfied.

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3. The following provision, whether incorporated in each deed or not, shall be applicable to all lots in POINT LOOKOUT-WEST.

"The property herein conveyed is hereby subjected to an annual maintenance charge at the rate of \$12 for each lot per year, for the purpose of creating a fund to be known as 'POINT LOOKOUT-WEST, MAINTENANCE FUND', to be paid by owner of this lot in conjunction with a like charge to be paid by the owners of other lots in POINT LOOKOUT-WEST, the same to be secured by a Vendor's Lien upon said lots and payable annually on the first day of January of each year in advance beginning in January, 1968, to POINT LOOKOUT-WEST RESTRICTIONS COMMITTEE at its office in Houston, Texas and said charge and lien are hereby assigned to such Committee."

"Such annual charge may be adjusted by said Committee as the need of the property may, in its judgment, require, but in no event shall charge be raised above \$12.00 per year, unless raised by a majority vote of owners."

"Funds arising from said charge shall be applied, as far as sufficient, toward the payment of maintenance expenses or construction costs incurred for any or all of the following purposes: lighting, improving and maintaining the streets, sidewalks, paths, parks, parkways, esplanades, or swimming pool; area between curb and sidewalk; collecting and disposing of garbage, ashes, rubbish and the like; employing policemen and watchmen, providing fire protection; caring for vacant lots; and the construction of club house facilities, ramps, boat landings, boat basins, and other similar recreational facilities on Reserve Areas A and B; and doing any other thing necessary or desirable in the opinion of said Committee to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the addition, it being understood that the judgement of said Committee in the expenditure of said fund shall be final so long as such judgment is exercised in good faith."

When, as, and if other sections of POINT LOOKOUT-WEST are developed and a maintenance charge collected from lots therein, the same as the foregoing, then the Maintenance Fund composed of charges collected from the several owners of the several sections shall be expended for the purposes above enumerated in all of the sections of POINT LOOKOUT-WEST paying such maintenance charge to such Committee. Such maintenance charge shall in any event extend for a period of twenty five years, and shall be extended automatically for successive periods of ten (10) years unless the then owners of the majority of the lots in said addition paying such charge, vote to discontinue such charge, such action to be evidenced by written instrument signed and acknowledge by the owners of the majority of the square foot area recorded in the Deed Records of San Jacinto County, Texas.

Purchaser agrees and consents to, and joins in, such maintenance charge by acceptance of his contract, with the understanding that the developers have no obligations to install lighting, parkways, esplanades, or swimming pool, or to furnish maintenance or to do any other thing described herein other than from maintenance funds.

It is specifically provided that any lien for improvements placed upon Reserved Areas A and B by the developing company, its successors, assigns or nominees, shall be a first and prior lien, and that these restrictions (notwithstanding anything to the contrary contained herein) shall be inferior to and subordinate to such lien which shall take the property free and clear of the restrictions, covenants and conditions contained herein.

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V

1. Irrespective of any other provision as herein contained by expressed or implied statement, the streets, or lots within said subdivision shall be wholly and solely for the owners use in residential sections, or house guests of said owners of residential property therein, or A. H. ETIE, A. HALLA, JR., or LEWIS C. HOLDER, their heirs or assigns, agents, servants or employees, being excepted as to all parties, and the Restrictions Committee shall be entitled to use all necessary and reasonable means in avoiding the use of said property, residential or park area by the public at large, and thereby restrict the use thereof and in the furtherance thereof such use shall remain subject to supervision of the Restrictions Committee herein.

2. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded with the County Clerk of San Jacinto County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of lots has been recorded, agreeing to change such covenants in whole or in part, or to revoke them.

3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or proposed violation, or to recover damages. Such enforcement may be by the owner of any lot in said subdivision.

4. Invalidation of any one or more of these covenants, by judgement, or court order or otherwise, shall in no way effect any other covenants, restrictions, or conditions, but all such other covenants, restrictions, or conditions shall continue and remain in full force and effect.

VI

In formulation conditions, covenants, restrictions, and warranties as hereinabove set out, it is the intention of Owners herein that this instrument, taken with the original conditions, covenants, restrictions and warranties, where not in conflict herewith, and the maps and plats heretofore referred to, and the approval hereof by the Commissioner's Court of San Jacinto County, Texas, shall be the complete dedication for the use of the Owner within said dedicated subdivision, and any additions or extensions thereof, and shall bind all said parties, their heirs or assigns for the time and in the manner as hereinabove provided.

WITNESS THE EXECUTION HEREOF on the the 18th day of April, A.D. 1967.

Original signed by A.H. ETIE, ALFRED HALLA, JR., and LEWIS C. HOLDER