



## Deed Restrictions & Modifications

4704

VOL. 38 PAGES 809 & 810

### EXHIBIT "B"

### RESTRICTIONS

1. All lots in said subdivision shall be known and described as a single family residential lots, and no more than one home shall be erected on any one lot.
2. No residence shall be erected upon the property, which does not contain 1200 square feet on waterfront lots and 900 square feet on off water lots. All homes must be site built with new materials. Elevation of foundation shall not exceed 24 inches above highest ground elevation under foundation, unless approved by the architectural committee. All homes in Block Eight (8) will be single story only. Residence must be behind set back lines (front being 30 feet, side being 5 feet, and back being 20 feet).
3. No building shall be erected, placed or altered on any lot in this subdivision until the plans, specifications and plat plans showing the location of such building has been approved in writing by the Architectural Control Committee composed of DAVID L. SHEFFIELD, TRUSTEE and/or by a committee appointed by DAVID L. SHEFFIELD, TRUSTEE. or their designated representative. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and in the event said committee fails to approve or disapprove such plans, within such time, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
4. No recreational vehicles may be used as a permanent or temporary residence. Recreational vehicle may be used weekend or vacation purposes, in any case the recreational vehicle is not to be on premises more than two (2) consecutive weeks in any one year.
5. Whenever a residence is established on the property, all toilets shall be connected with a septic system that meets the San Jacinto County Health Department standards. All residences must connect to the Central Water System.
6. No household pet shall be raised or maintained on the property in such manner, or with such lack of care, as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance or for commercial purposes. No one will be allowed to keep livestock.
7. No fencing shall be placed in front of residence unless approved by Architectural Control Committee.
8. No noxious or offensive trade or activity shall be carried on upon this property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood such as allowing junk automobiles or excessive garbage and trash accumulation on the property.
9. Drilling or exploration of minerals is not allowed.
10. Developer may have temporary sales office in residential area as long as lots are available for sale.

11. No signs of any kind shall be displayed to the public view on any lot except one small sign of not more than six (6) square feet advertising the property for rent or sale.
12. All homes on the property must have finished exteriors such as brick, varnish, paint, etc., before home can be permanently occupied.
13. No property owner shall excavate, remove or sell the soil other than what may be necessary for the reasonable use, upkeep and maintenance of the property. No property owner will remove any timber larger than six (6) inches in diameter except at the exact location for a home or driveway. Any other removals must be approved in advance by DAVID L. SHEFFIELD, TRUSTEE

**Vol. 38 Page 810**

14. All property owners upon constructing a driveway will use culverts of at least eighteen (18) inches in diameter placed in the road ditch according to county requirements. These culverts may be required to be larger than eighteen (18) inches. Property owners must check with the developer for proper size before installation and depth setting in ditch.
15. Transport vehicles: Trucks with tonnage in excess of one ton shall not be permitted in development, other than used to carry construction materials, RV's or moving vans. No vehicle shall be parked on the road right of way overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in the subdivision at any time.
16. Firearms: The use or discharge of any type firearm is expressly prohibited on any of the property.
17. No boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip-rap shall be constructed, placed or excavated until plans and specifications shall be approved in writing by the Architectural Control Committee, and the Trinity River Authority, when applicable.
18. No boats or trailers may be parked in front of residence.
19. Roads are to be private and will be maintained from a fund collected by the Developer payable monthly. Starting fee will be \$10.00 per month; this may be increased to \$15.00 on or after January 1, 1991; and to \$20.00 on or after January 1, 1996. When 90% of lots are deeded to buyers, road and balance in fund may be turned over to the property owners association. Fee shall be charged per lot sold. A lien in the form of Mechanic & Materialman's lien will be placed on each lot to ensure payment.
20. No lot shall be used as access to any other lot or tract either this subdivision or otherwise and no lot shall be converted to a road to be used as access for the purpose of sub-dividing adjoining property except with the express written permission of DAVID L. SHEFFIELD, TRUSTEE.
21. Seller, his successors or assigns reserve a fifteen (15) foot wide easement along all interior road rights-of-way for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces, and anchors wherever necessary; together with the right to install, operate and maintain gas lines, and water main's and water lines and appurtenances, sewer lines, culverts, and drainage ditches, reserving the right to ingress and egress to such areas fir any of the purposes mentioned above, developer also reserves the right to cause or permit drainage of surface water over and/or across said property, and shall retain an easement of fifteen (15) feet both side of center of all natural drains or gullies and no property owner shall be permitted to obstruct this drainage in any way unless approved in writing in advance by DAVID L. SHEFFIELD, TRUSTEE. The owners of said lots shall have no cause of any damage caused said lots by installing or maintaining above mentioned installations.
22. DAVID L. SHEFFIELD, TRUSTEE reserves the right to modify these restrictions where the best interest of the Subdivision and the property owners would be served by such modification, and shall retain this right as long as 50% of the lots in PARADISE COVE are owned by the Developer.

\_\_\_\_\_  
Purchaser

*David Sheffield*  
\_\_\_\_\_  
Paradise Cove

THE STAE OF TEXAS  
COUNTY OF SAN JACINTO

This instrument was acknowledged before me on the 8<sup>th</sup> day of September, 1986 by David Sheffield

Trustee

Lois Cashsey

Notary Public, State of Texas

Notary's Printed Name:

My Commission Expires:  
12-31-86

Filed for record: 1986 Sep 8 PM 12:09

Vol. 160 Page 146

**MODIFICATIONS OF RESTRICTIVE COVENANTS**

THE STATE OF TEXAS

COUNTY OF SAN JACINTO

WHEREAS, there is filed for record in Volume 38, Page 809 et seq of the Real Property Records of San Jacinto County, Texas, certain restrictive covenants applicable to the Paradise Cove Subdivision (the "Subdivision") in San Jacinto County, Texas, to which document and its recording reference is hereby made for all intents and purposes; and

WHEREAS, in said restrictive covenants DAVID L. SHEFFIELD reserved the right to modify such restrictions as he determined to be in the best interest of the Subdivision; and

WHEREAS, DAVID L. SHEFFIELD no longer has a financial interest in the development of the Subdivision and C. BERT DICKENS COMPANY, L.L.C., a limited liability company organized under the laws of the State of Texas, is the owner of the majority of the lots and other property in the Subdivision; and,

WHEREAS, since C. BERT DICKENS COMPANY, L.L.C.,(referred to herein as "Dickens") shall hereafter be the owner of the majority of the lots and other acreage comprising the Subdivision, it is in the best interest of the Subdivision that DAVID L. SHEFFIELD assign all of his interest, titles, privileges, authorites and rights created pursuant to the restrictive covenants recorded in Volume 38, Page 809 et seq of the Real Property Records of San Jacinto County, Texas, to Dickens; and,

WHEREAS, DAVID L. SHEFFIELD and Dickens desire to execute an agreement reflecting the changes to said restrictive covenants and have such agreement recorded in the real Property Records of San Jacinto County, Texas.

THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, DAVID L. SHEFFIELD, acting individually and as Trustee, being one and the same person as the DAVID L. SHEFFILED named in the restrictive covenants recorded in Volume 38, Page 809 et seq of the Real Property Records of San Jacinto County, Texas, do hereby modify such restrictive covenants to the extent that C. BERT

DICKENS COMPANY, L.L.C. shall have the same rights, titles, interests, authorities and privileges granted to DAVID L. SHEFFIELD and DAVID L. SHEFFIELD, TRUSTEE, pursuant to the above described restrictive covenants. It is covenanted and agreed that all of the other terms, provisions, stipulations and conditions set forth in said restrictive covenants shall remain the same except to the extent herein modified.

DICKENS joins in the execution hereof for all lawful purposes.

EXECUTED the dated of the respective acknowledgements as described above.

David L. Sheffield, Trustee

DAVID L. SHEFFIELD, individually and as Trustee

Vol. 160 Page 147

C. BERT DICKENS COMPANY, L.L.C.

By: C. Bert Dickens

THE STATE OF TEXAS  
COUNTY of SAN JACINTO

This instrument was acknowledged before me on this the 28<sup>th</sup> day of December, 1992, by DAVID L. SHEFFIELD, individually and as Trustee.

Dollie Barnes

Notary Public, State of Texas

THE STAE OF TEXAS  
COUNTY of SAN JACINTO

This instrument was acknowledged before me on this 28<sup>th</sup> day of December, 1992, by C. BERT DICKENS, as a Manager of C. BERT DICKENS COMPANY, L.L.C., a Texas limited liability company, on behalf of C. BERT DICKENS COMPANY L.L.C..

Dollie Barnes

Notary Public, State of Texas

92121860  
AFTER RECORDING, PLEASE RETURN TO:  
Dickens  
Route 9, Box 1678  
Livingston, Texas 77351

Filed for record: 93 JAN 4 AM 10:53

JAN 4 1993

JOYCE HOGUE  
County Clerk  
San Jacinto County, Texas

*Added information for property owners, this information is not on file, but is recorded in PCPOA documents:*

June 9, 2000 by James T. Dickens - Manager

Because 50% of the lots have been sold, C. Bert Dickens has turned over the management of the subdivision to the Paradise Cove Property Owners Association (PCPOA). Any questions to be originally addressed to C. Bert Dickens regarding these deed restrictions should be referred to the PCPOA.



## PCPOA Fees

### MAINTENANCE FEES

Maintenance fees of \$20 per **lot per** month are due from all property owners, according to Deed Restriction 19.

Maintenance fee payments are accepted in advance in any amount. Please consider paying maintenance fees quarterly, semiannually, or annually in advance.

For an update of your maintenance fee account status, please contact the Treasurer.

### MEMBERSHIP FEES

You have the option of joining the Paradise Cove Property Owners Association, as described in the By-Laws. An annual membership fee of \$25.00 (\$10 for those 65 and older) is due to join. This fee is applicable **per property owner**, not per lot.

Membership in the PCPOA is not mandatory. However, if you are not a member, you may not vote in Association matters.

### MAIL FEES TO:

PCPOA  
P.O. Box 1522  
Coldspring, Texas 77331

# Paradise Cove Property Owners Association Coldspring, Texas



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