

OYSTER POINT
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

For the purpose of enhancing and protecting the value, attractiveness and desirability of the tracts in Oyster Point Subdivision to Port O'Connor, Calhoun County, Texas owned by the grantor, sold by grantor or to be sold in the future by the grantor which shall constitute the definition of property as the word is used herein, the Grantor hereby restrict and subject the tract conveyed hereby to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any rights, title or interest in the herein conveyed tract or any part thereof, their heirs, successor Oyster Point Subdivision.

ARCHITECTURAL CONTROL

Architectural Committee. No improvement, building, fence, wall, landscaping or other structure shall be commenced, erected or maintained upon any tract, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications shall have been submitted to and approved in writing by the architectural committee which is initially composed of Steve Elloit, and Trevan Fluit and their designated representatives. The above appointed architectural committee shall function until January 1, 2040, at which time the committee members shall be replaced by an architectural committee appointed by two-thirds of the owners of lots in Oyster Point Subdivision. As to all improvements, construction and alterations the architectural committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alteration which is not suitable or desirable in their opinion, for any reason aesthetic or otherwise, and in passing upon such design, the committee shall have the right to take in consideration the suitability of the proposed building, construction or alteration to the harmony thereof with the surroundings and the effect upon the surroundings. The committee will have the authority to grant variances when deemed appropriate.

Every residential building must be connected to Port O'Connor Municipal Utilities District water and septic system. No cesspool or septic tank shall be located on the property. No water well shall be located on the property until the location, plans and specifications shall have been submitted to and approved in writing by the architectural committee. Not more than one residence per lot of land sold shall be constructed.

ASSESSMENT FOR BULKHEAD

Each owner of a tract on the intercoastal canal is hereby deemed to covenant by acceptance of his deed, to assume responsibility for general maintenance and repair of the bulkhead improvements and mitigation area adjoining their property. In the event the architectural committee determines that the bulkhead or mitigation area needs repair or maintenance then the architectural committee may assess each owner their prorated share of the cost of the maintenance and repair based on front foot on the intercoastal canal. The assessment, together with interest, costs and reasonable attorney's fees shall be a charge on the land and a continuing lien on each tract against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the tract at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Any assessment not paid within 30 days after the due date shall bear interest from the due date at a rate of 10% per annum. The grantor or any owner may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the tract for the benefit of all the

owners not delinquent on assessments. Each owner, by his acceptance of a deed to a tract, expressly vests in the grantor or any other owner not delinquent in payment of assessments or their agents, the right and power to bring all actions against such Owner personally for collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the owners in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the grantor their successors or assigns a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the grantor, their successors or assigns and shall be for the benefit of all the owners that are not delinquent in their assessments. No Owner may waive or otherwise escape liability for the assessment provided for herein.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to a mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of any annual assessment as to payments which became due prior to such sale or transfer.

LIABILITY FOR BULKHEAD AND INTERCOASTAL WATER AREA

Each owner of a tract on the intercoastal canal agrees to indemnify and hold grantors and all other owners of a tract on the intercoastal canal and their property free and harmless from any and all liability for the maintenance, care and upkeep of the bulkhead and intercoastal water area or injury to or death of any person, including owner and their guests, or for damage to property arising from the use and occupancy of the bulkhead and intercoastal water area by any person, including owner and their guests or from act or omission of any person or persons other than the person committed in the actual act. Each owner shall be equally liable for injury to a stranger to all the owners and shall carry his own liability insurance injury to or death of any person, including owner and their guests, or for damage to property arising from the use and occupancy of the bulkhead and intercoastal water area by any person, including owner and their guests or from act or omission of any person or persons other than the person committed in the actual act.

BUILDING RESTRICTIONS

No Improvements shall be constructed upon any of the property without the prior written prior approval of the architectural committee of the specific floor plans and elevations. All residences must be constructed and located above the flood plain level with a minimum height of 10 feet from sea level elevation unless the architectural committee approves a variation.

The maximum height of any improvement constructed on a Lot shall not exceed 50 feet from sea level unless the architectural committee's approves a variation.

No building structure or other structure except property fences shall be constructed nearer than 25 feet from the front street property line, or nearer than 5 feet from exterior side property lines without the architectural committee's approves.

No structure, floatation structure or pier shall be constructed without the architectural committee's approval.

No tract shall be subdivided without the architectural committee's approval.

No tract shall be used for purposes other for private residential purposes only, and no building other than a private one family residence building shall be constructed or be permitted to remain on any part hereof without the architectural committee's approval.

No main building which has less than 1,800 square feet of heated and cooled living floor space, exclusive of porches, car ports or garages shall be erected or placed on the property without approval of

the architectural committee. R/V and Travel Trailers are acceptable on temporary bases. The architectural committee shall in their sole discretion determine what constitutes temporary.

No manufactured homes may be located on the property without approval of the architectural committee.

No Lot shall be further subdivided or divided.

There shall be no interference with the established drainage patterns over any of the property, except by the grantors, unless adequate provision is made for proper drainage without the architectural committee's approval. Each private driveway constructed over a drainage ditch or drainage way shall have open drainage under such driveway with net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of an 18 inch diameter concrete pipe culvert without the architectural committee's approval.

All improvements upon any of the property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

USE RESTRICTIONS

No owner shall occupy or use his tract or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family or guests.

No owner shall obstruct or permit the obstruction of the roadway or utility easement.

No owner or guest shall park vehicles, boat trailers or other trailers along any Street.

No animals, sheep, livestock or poultry of any kind shall be raised, bred or kept on the herein conveyed property for commercial purposes and no hogs shall be permitted at any time on the herein conveyed property.

No noxious or offensive activities shall be carried on upon the herein conveyed property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

The herein conveyed property shall never be used or maintained as a dumping ground, for rubbish, used lumber, building materials or other unsightly items, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean orderly and sanitary condition. All trash shall be stored for disposal in closed lid containers or properly secured trash bags. No trash, rubbish or waste products shall be burned on the property.

No tents, shacks, barns, nor second hand house or barracks moved from other locations, shall at any time be used as a residence, storage facility or barn, temporarily or permanently, on the property herein conveyed.

No tank or storage of oil or other fluid may be maintained on the property except as is necessary for private use in boats or recreational vehicles under sanitary and sound environmental conditions screened from public view.

No hunting shall be permitted on any tract.

Grantee obligates himself, through the purchase of such lot, to maintain the lot and bulkhead in a neat and presentable manner, at his own cost and expenses.

GENERAL PROVISIONS

The architectural committee shall have the right shall have the right put not the duty to allow variance of these restrictions if in their opinion it will enhance and protect the value, attractiveness and desirability of the tracts in Oyster Point Subdivision to Port O'Connor, Calhoun County, Texas


The architectural committee shall have the right but not the duty to enforce, by proceedings at law or equity, all restrictions, conditions, covenants, reservations and liens now or hereafter imposed by the provisions hereof. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

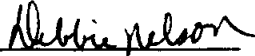
The invalidation of any one or more of these covenants or restrictions by judgment or court order shall in wise affect any other provision which shall remain in full force and effect.

Should any litigation be commenced to enforce the provisions, covenants, restrictions, or other terms hereof or the rights and duties pertaining thereto by the architectural committee, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for their attorney's fees and court costs.

These covenants, conditions and restrictions hereof, shall run until January 1, 2040, unless amended as herein provided. After January 1, 2040, these covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least seventy-five percent (75%) of the lots within the Property.

Accept:






Debbie Nelson

This document has been received by this Office for recording into the Official Public Records. We do hereby mean that we do not discriminate due to Race, Creed, Color, Sex or National Origin.

Filed for Record in:
Calhoun County
Honorable Anita Fricke
County Clerk

On: Aug 12, 2004 at 04:13P
Receipt Number - 44867
By, Sharon Wright



Deputy