

225/743 743

No. 11367

South Coast Building & Development Company, Inc.,

Restrictions

THE STATE OF TEXAS

COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS:

THAT, the South Coast Building and Development Company, Inc., a corporation, duly incorporated and doing business under the laws of the State of Texas, the owners of land premises described as follows, to-wit:

ALL that certain tract or parcel of land situated in the A. Viesca, four league Grant, abstract 78 in Polk County, Texas, and being all of the same land described in that Plat of Record in Vol. 3, page 9, of the Plat Records of Polk County, Texas, and being what is known and sub-divided as Shelter Cove Sub-Division in Polk County, Texas, and reference being made said Plat and its recording for all pertinent purposes of description;

have established and by these presents do establish the following restrictions on the improvements, use and sale of said property which apply equally to all the lots and tracts in said sub-division as herein stated, and-or for the mutual protection and benefit of all future owners in said sub-division to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners of said sub-division.

RESERVATIONS

1. The Grantors, for himself, his heirs, executors or assigns hereby reserve the right without further assent or permit from the Grantee, his, her, their, or its successor in title, to himself or to grant to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected, laid maintained, removed or repaired in all roads, streets, avenues or ways on which said above described lots abuts, or upon any part of said lot at the election of Grantor, electric light, telephone and telegraph poles and wires; water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Grantor or any public utility company or municipality be deemed necessary or useful in connection with the beneficial use of said roads, streets, avenues, and ways, and only in and on said lot hereinafter described when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconveniences caused thereby against the Grantor or any public utility

744

company or municipality or any of its agents or servants are hereby waived by the Grantor for (his, her, their, its) successors in title.

No dedication to public use of roads, alleys, ways, or beaches is intended by this deed. The lots, ways, or alleys referred to are meant to include those either developed or to be developed in the Shelter Cove Sub-Division, its successors or assigns reserves title to the streets and alleys and reserves the right to dedicate such streets and alleys to the use of the public.

2. The land to be conveyed hereunder shall be subject to the reservations of all minerals in and under the property and the premises conveyed hereby and subject to any and all oil and gas leases affecting such land and subject to all easements, right-of-way, stipulations, restrictions and reservations of record affecting such land.

RESTRICTIONS

For the purposes of setting forth a substantially uniform plan of Development, South Coast Building and Development Company, Inc., owners of Shelter Cove Sub-Division, does hereby covenant and provide that they, their heirs, administrators and assigns, and all parties holding title by, through, and under them shall hold such lands subject to the following restrictions running with the land, which shall be observed by themselves, their heirs, administrators and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described and further provided that the said South Coast Building and Development Company, Inc., may select a tract for location of a water well and facilities.

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2000, A.D., at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their heirs, successors, or assigns shall violate any of the covenants or attempt to violate any of the covenants herein, it shall be lawful for the

undersigned, South Coast Building and Development Company, Inc., their successors or assigns, to enter and abate such violation without liability, or he, his heirs, administrators or assigns, and any other persons owning any real property situated in said Sub-Division shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

4. No building shall be erected, placed or altered on any building tract in this sub-division until the plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the sub-division, and as to location with respect to topography and finished ground elevation by the Architectural Committee composed of A.J. Ayers, T.W. Elliott and Harry Patterson, or by a representative designated by a majority of the members of the members of the said Committee. In the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant.

5. The land hereby conveyed shall be used for the purposes of one private, single family residence and appropriate uses accessory thereto. No building shall be erected on any one lot except one private, single family and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence. No building or structure shall be

erected within twenty (20) feet of any of the front lines of said lot, and if the lot fronts on the lake, also no building or structure shall be so located that the closest point shall be nearer than ten (10) feet from the water's edge of any lake.

No building or structure of any sort shall be built within five (5) feet of the side lines of said lot. No structure shall be erected or placed on said lot unless built of solid, permanent materials with pleasing exterior, no structure shall have tar paper, rolled-brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. All structures must comply with government laws and regulations and if any restrictions or conditions herein do not comply therewith it shall not be constructed as a waiver by the Grantor of compliance with such laws and regulations. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the State and local departments of health, and shall be maintained by the Grantee at all times in a proper, sanitary condition and in accordance with applicable State and County sanitary laws. All plumbing and drains must be connected with watertight septic tanks of approved construction. No septic tank or line shall be placed within 100 feet of the water edge. No sign of any description may be erected or placed upon any portion of the land without the express written approval of the Grantor, his heirs, executors or assigns. No tent, trailer or out-building shall ever be erected or maintained on the tract or no garage or basement shall at any times be used as a temporary or permanent residence. Any structure constructed on said lot shall be completed within six months from date of commencement of construction thereof and shall contain not less than one thousand feet (1000) of floor space, exclusive of porches and garage.

6. The land to be conveyed hereunder shall be used for residential purposes only, except those which are designated on the official plat of said addition as being commercial lots, and except those lots which may from time to time be designated by Grantor, his

heirs, executors or assigns, for business, recreational or commercial purposes.

7. No animals shall be kept or maintained on the premises except for customary household pets.

8. The foregoing restrictions shall be deemed, and considered covenants running with the hereinabove described lot and shall be binding upon the Grantees heirs, executors, administrators, and assigns. The Grantors reserves the right to make such reasonable changes in the hereinabove restrictions as Grantor may deem reasonably necessary or desirable.

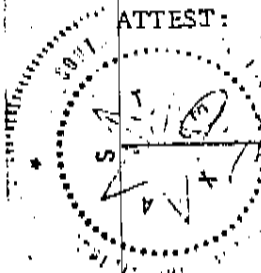
9. If this lot or lots of ground border on water, the lot or lots of ground conveyed shall not convey any riparian rights to the Grantee but on the contrary, Grantor reserves to himself, his heirs, executors and assigns any and all riparian rights and in addition thereto any area of twenty feet back from the water line of said lake shall be reserved for the use of said Corporation for the purpose of maintaining and upkeep of said sub-division.

10. No hunting shall be allowed in any area in said Subdivision.

11. Grantor reserves the right to enter upon the land conveyed at any time to preserve the restrictions, conditions, covenants or agreements herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to the one occurring prior or subsequently thereto, and invalidation for or of any one of these covenants or part of thereof, by judgment or court order shall in no wise affect any of the other provisions or part thereof which shall remain in full force and effect, and any written approval by the Grantor, his heirs and assigns of any act shall be subject to any Municipal County, State or Federal rules, regulations or laws.

WITNESS OUR HAND this the 7th day of October, 1967.

ATTEST:



[Signature]
Assistant Secretary

SOUTH COAST BUILDING AND DEVELOPMENT COMPANY, INC.

BY [Signature]
President

743

THE STATE OF TEXAS

COUNTY OF POLK

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bill H. Howard, president of South Coast Building and Development Company, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said South Coast Building and Development Company, Inc., a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of October, 1967.



Clayton Malone [CLAYTON MALONE]
Notary Public in and for
POLK County, Texas.

THE STATE OF TEXAS

COUNTY OF POLK

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 12 day of Oct., 1967 at 1 o'clock P. M., and was this day duly recorded at 11:25 o'clock A. M., in Vol. 225 Pages 743 et seq., Deed Records of said County. Witness my hand and official seal at office in Livingston this 16 day of Oct., 1967.

K.W. Kennedy
Clerk County Court, Polk County, Texas
By [Signature] Deputy

VOL. 270 PAGE 332

RESTRICTIONS FOR SHELTER COVE

4195

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK:

THAT WHEREAS, SOUTHWESTERN SAVINGS ASSOCIATION, successor to SOUTH COAST BUILDING AND DEVELOPMENT COMPANY, INC., (herein sometimes referred to as "Developer" and sometimes as "Grantor"), is the owner of that certain real property in Polk County, Texas, known as SHELTER COVE Sections I and II, as amended (said Section being sometimes referred to herein as "the Subdivision"), according to the maps or plats of SHELTER COVE filed for record in the office of the County Clerk of Polk County, Texas on October 12, 1967, and recorded in Volume 225, Pages 743 et seq., and Plat recorded in Volume 3, Page 9 of the Map Records of Polk County, Texas to which plats and the record thereof reference is here made for full and particular description of said property; and

WHEREAS, Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the lots in the Subdivision for the benefit of the present and future owners of said lots and for the protection of property values in the Subdivision:

NOW, THEREFORE, in consideration of the premises, Developer does hereby confirm the restrictive covenant of Record in Volume 225, Pages 743 et sequence of the deed records of Polk County, Texas, and in addition does hereby adopt and impress upon the premises aforesaid the following declarations, reservations, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the Subdivision including the dedicated roads, avenues, streets, and waterways therein; and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following provisions, regardless of whether or not the same are set out in full or by reference in any such contract or deed. Where deeds have been issued prior to this date, the covenants are to be considered as amendments as provided in paragraph eight (8) of the restrictive portion of contracts or deeds previously executed by Developer. Where improvements on lots as described herein do not meet these restrictions, at this time, Developer shall have the right to waive compliance for

VOL. 270 PAGE 333

present owners but upon transfer of title by contract or deed to subsequent owners, recordable certification shall be required that Owner is not in violation of Restrictions as outlined as follows:

(1) Lot Area. No lot shall be re-subdivided without the specific approval of the Developer, and only one single family residence may be erected or permitted to remain on any Residential Lot.

(2) Architectural Control. To aid in the assurance that improvements to be constructed in this Subdivision add to the general quality and that the structure shall blend harmoniously with other improvements in the Subdivision, no residence or other structure shall be constructed, completed, added or thereafter maintained upon the premises unless and until the Developer shall have first approved in writing detailed plans and specifications of such proposed structure, addition or alteration. In the event the Developer disapproves of any such plans, specifications, or plot plans, notice of such disapproval shall be by delivery in person or by registered or certified letter addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice must set forth in general the elements disapproved, and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Developer in this respect, in the exercise of its discretion, shall be final and conclusive. If said Developer fails to approve or disapprove said plans, specifications and plot plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved.

(3) Structures:

(a) No structure shall be used or occupied until the exterior thereof, as approved pursuant to paragraph (2) above, is finished and water and sanitary sewerage disposal facilities (complying with 11 below) are completely installed and operable. If underground electrical service is furnished each lot served will be required to pay a connection charge for the electric service from the pedestal to the residence. This charge is to be paid to the Electric-Power Company furnishing such service.

(b) If one structure is constructed on a homesite consisting of more than one lot, the combined area shall (for this purpose) be considered as one lot.

(i) The set-back lines may be relaxed by decision of the Developer if the prescribed distances are not feasible, considering the terrain and topography of the lot.

(c) No camping trailer, tent, shack, garage, barn or other out building or structure of a temporary character shall at any time ever be attached to the property or be used as a residence temporarily or permanently; nor shall any structure ever be moved into or permitted to remain on any lot (except during construction of permanent structure) without the prior written approval of Developer.

(4) Nuisances. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood. Repair of motor vehicles (except in an emergency and on a temporary basis) is prohibited.

(5) Garbage and Trash Disposal. No lot shall be used as a dumping ground for garbage, trash, or rubbish.

(6) Storage of Materials. No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.

VOL. 21 PAGE 33TH

(7) Animals. No horses, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind and number) may be kept on any lot. Should such pets become a nuisance in the opinion of the Developer, they must be removed from the premises and the Subdivision.

(8) Drainage Structures. Drainage structures under private driveways shall always have a net drainage opening of sufficient size to permit the free flow of water without backwater.

(9) Unsightly Storage. No unsightly storage shall be permitted on any lot including (but not limited to) disabled automobiles, trucks, boats, trailers or other types of machinery or equipment.

(10) Cleaning Lots. All purchasers of lots, their heirs and assigns, agree to keep the property purchased mowed and cleaned and if this is not done, the Developer may, without notice and without any liability for any type of damages, clean the lot and mow the grass and weeds and charge the purchasers or other subsequent owners of the property the cost of mowing and cleaning their said lots.

(11) Water and Sewerage. All lots must be connected to the utility districts water and treatment plants when service is available.

(12) Easements. Perpetual easements are reserved over and across the lots and streets in the subdivision for the purpose of installing, repairing and maintaining, or conveying to proper parties so that they may install, repair, and maintain electric power, water, sewerage, gas, telephone and similar utility facilities and services for all the lots and properties in the Subdivision as follows: A ten foot utility easement is reserved along both the front and rear of all lots in the subdivision except that lots numbered sixty-three (63) through seventy-five (75), seventy-nine (79) through ninety-one (91) and the adjoining side lot lines of lots ninety-two (92) and ninety-three (93) and the lots forty (40) through forty-eight (48) and fifty-two (52) through sixty-one (61) and the adjoining sides of lots thirty-seven (37) and thirty-eight (38), all in Section One shall have only a five foot easement at the rear (or adjoining side) in addition to the ten foot utility easement across the front (abutting street) of each of said lots.

Also in Section Two, lots numbered sixty (60) through sixty-nine (69) shall have only a five foot utility easement at the rear of each lot in addition to the ten foot utility easement across the front (street side) of each of said lots. In addition, lot seventy (70) and the reserve area adjoining lots sixty-three (63) through sixty-six (66) shall have a ten foot utility easement around the perimeter of each of said areas.

There is also reserved and dedicated hereby for the use of the Developer and any private or public utility company an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above easements as described above. Easements as required by any public or private utility company are hereby dedicated along or across any street as shown on the recorded plat of the Subdivision. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Subdivision as herein defined and any other land owned or acquired by the Developer in the vicinity thereof, and shall also inure to the benefit of and may be used by any public or private utility company entering into and upon said property for the purpose aforesaid without the necessity of any further grant of such easement rights to such utility companies. Title to all such utility facilities as described herein is retained by the respective utility companies.

(13) Partial Invalidity. Invalidation of any covenant or restriction (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants, restrictions, reservations and conditions, all of which shall remain in full force and effect. Acquiescence, regardless of time involved, in any violation shall not be deemed a waiver of the rights to enforce against the violator or others the conditions and covenants so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected, and to recover the cost or damages thereof.

(14) Assessments. There is hereby levied an annual assessment of \$25.00 against each "lot" in the Subdivision. For the purpose of this paragraph (14), the term "lot" shall be deemed to refer to any residential unit comprising not more than two of the lots as shown on the recorded plat of Shelter Cove Subdivision. Such assessment charge shall be paid by the owner of each lot annually, in advance, on or before the first day of July, 1972, and annually, on July 1st of each subsequent year.

VOL 270. PAGE 335

All accounts payable by virtue of such assessments shall be used to create a fund for the operation and maintenance of the recreational facilities, for the enforcement of the restrictions set forth in this instrument, for street maintenance (until such maintenance is provided by the county or other governmental unit), and to otherwise promote the betterment, beautification, and security of the Subdivision, all as the Developer may from time to time determine.

All matters relating to the assessment, collection, expenditure and administration of the fund shall be determined by Developer and the Developer may, at its sole discretion, at any time and from time to time, exempt any lot in the Subdivision from the payment of such assessment. The amount of said assessment may be changed by the Developer to cover cost of services as described herein. Delinquent assessments shall bear interest after 90 days at the maximum permitted by law and if collected through any court, such court costs and attorney fees as set by the court shall be added to said assessment. In the event and at such time as the Developer may hereafter determine to establish a non-profit corporation or association, the Developer reserves the right to transfer and assign unto such non-profit corporation or association all of its rights and powers with respect to the collection, assessment, expenditure and administration of the fund established by the assessments provided for above. At such time as the Developer may determine to transfer and assign any or all of its rights and responsibilities with respect to the assessments to a non-profit corporation or association, it shall do so by written declaration filed for record with the Office of the County Clerk of Polk County, Texas. Developer may also likewise assign the responsibility for enforcement of the architectural control provisions set forth in paragraph (2) hereof and for the enforcement of all restrictions set forth herein to such non-profit corporation or association, in which event such non-profit corporation or association shall have all the rights, responsibilities, powers, and authorities of the Developer with respect thereto.

(15) Lien to Secure Assessments. In order to secure the payment of the assessments provided for in paragraph (14) hereof a vendor's lien shall be and is hereby expressly reserved in the deed from the Developer to the purchaser of each lot or portion thereof in the Subdivision, which lien may be enforceable by appropriate judicial proceedings regardless whether same shall be expressly referred to in the original deed from the Developer covering any such lot or in any deed hereafter granted by any subsequent owner thereof. Such vendor's lien shall be automatically second and subordinate only to the lien or liens of any bona fide lender who hereafter lends money to the owner of any lot for the purchase of such property or the construction of improvements on such property. However, the Developer shall have the right, in its sole discretion, to subordinate such vendor's lien to any other lien which the owner of any lot may hereafter from time to time desire to place against such lot. However, it is expressly agreed that the foreclosure of any prior lien against any lot shall extinguish only the amount of any accrued and unpaid assessments against such lot as of the date of such foreclosure, and shall not terminate the liability of the owner of such lot for payment of assessment which shall accrue subsequent to the date of such foreclosure, and the vendor's lien provided for herein shall continue to secure any such assessments which shall accrue subsequent to the date of any foreclosure of a prior lien. In the event Developer transfers the right to collect the assessments, as provided for in paragraph (14) hereof, to a non-profit corporation or association, Developer shall likewise have the right to transfer and assign its right to all vendor's liens securing payment thereof to such non-profit corporation or association.

EXECUTED this 24 day of August, 1972.

SOUTHWESTERN SAVINGS ASSOCIATION, (Successor to South Coast Building
& Development Company, Inc.)

By: W. A. Hancock
W. A. Hancock, Vice President

By: R. Conners
Secretary

VOL 270 PAGE 330

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. A. Hancock, Vice President of Southwestern Savings Association, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Southwestern Savings Association, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of August, A.D., 1972.

Patricia B. Roberts

Notary Public in and for Harris County, Texas



THE STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 25th day of August 1972 at 9 o'clock A.M. and was this day duly recorded at 11:30 o'clock A.M. in Vol. 270 Page 332 et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 29th day of August 1972.



K. W. KENNEDY

Clerk, County Court, Polk County, Texas

By *James L. ...* Deputy