

446214

DEDICATION AND RESTRICTIONS

FOR

ACADIAN QUARTERS PHASE TWO

Bridge City, Texas
THE STATE OF TEXAS

COUNTY OF ORANGE

WHEREAS, JOIE DE VIVRE DEVELOPMENT CORPORATION the owners of that certain tract of land out of and part of the Lots Numbered Sixteen (16) and seventeen (17) of Amended Blandale Subdivision, a subdivision in Bridge City, Orange County, Texas, according to the map or plat of record in Volume 3 Page 32, Map Records of Orange County, Texas; and

WHEREAS, THE SAID JOIE DE VIVRE DEVELOPMENT CORPORATION has caused the above described property to be subdivided and platted into an addition in Orange County, to be known and designated as ACADIAN QUARTERS PHASE TWO, as shown and reflected upon the final plat of ACADIAN QUARTERS PHASE TWO, consisting of Lots Numbered One (1) through Twenty Two (22), inclusive according to the map or plat of record in Volume ___ page ___ of the map records of Orange, Texas.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That JOIE DE VIVRE DEVELOPMENT CORPORATION does hereby and herewith adopt the final plat designating such property as ACADIAN QUARTERS PHASE TWO, a subdivision in Bridge City, Orange County, Texas, hereinafter referred to as the "Addition" and does hereby dedicate to the public use forever, all streets, easements, lanes, lands intended for public use and other public property shown and designated upon the final plat of said Addition, together with the basic restrictions, conditions and limitations shown thereon.

For the purpose of establishing and maintaining a general plan and building scheme, uniform over the entire Addition with the exceptions specifically made, which shall be for the protection and benefit of all owners of any lot or lots in said Addition

hereafter, the said ACADIAN QUARTERS PHASE TWO does hereby and herewith subject and encumber said Addition and each and every lot therein with the following protective covenant to wit:

PROTECTIVE COVENANTS AND RESTRICTIONS

1. **RESIDENTIAL USE:** All lots in said Addition shall be used for single-family residential purposes only. Each living unit will be occupied by only one family consisting of persons related by blood, adoption, or marriage, or by no more than two unrelated persons living together as a single housekeeping unit.
2. **SINGLE-FAMILY DWELLINGS:** No multiple residential structure shall be constructed, placed or permitted on any lot. Residential structures placed on lots must be detached single-family dwellings. No residential structure shall be permitted on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height with a private garage with garage doors for not more than three (3) cars and with a minimum of two (2) car garage with garage doors, and with such other outbuildings as are merely incidental to the residential use of such lot and are not inconsistent with the other provisions hereof. All garages shall be in harmony with the main dwelling, and except for the attached garage, all garages shall be placed to the rear of the dwelling. No fence or wall shall be erected or placed on any lot between the front cement curb and the front of the dwelling. Mail receptacles shall be made of brick or stone to match the house and placed at curbside. All dwellings shall be built on concrete, engineered slabs. Carports are not allowed. A porte-cochere for entry to the garage may be constructed with special approval of the Architectural Control Committee. Dwellings shall be completed within one year after construction has commenced. All driveways shall be entirely of concrete. Owners shall keep parking areas and driveways in good repair.
3. **DWELLING SIZE:** All lots in said Addition are restricted (a) so that no dwelling whether one-story or two-story, shall be permitted thereon in which the living floor area of the main structure (that enclosed for heating or air

conditioning), including enclosed utility and storage rooms which are an integral part of the main dwelling, but exclusive of garages, shall be less than 1,600 square feet and (b) further so that no Two-story dwelling shall be placed thereon in which the main structure's first floor living area, as defined in (a) above, is less than 1,200 square feet, and in which the second floor living area, as defined in (a) above, is less than 800 square feet.

4. **BUILDING MATERIALS:** As a minimum, Seventy Five Percent (75%) of outside walls of the first story of any residence and attached garages shall be constructed of brick, stone or stucco. All detached garages shall be constructed of brick, stone or stucco or in the alternative shall have either brick, stone or stucco front with the remainder of aluminum siding, vinyl siding, wood siding or cement type siding only. No asbestos siding shall be used either on the residences, the attached garage, or a detached garage. The foregoing requirement of brick, stone or stucco construction shall include brick or stone veneer. No "log cabin" type construction permitted. Roofs shall be a minimum roof pitch of 7/12 (7" rise per foot of run) excluding porch and patio. Roofs shall be of composition Architectural shingles, or as may be approved by Architectural Control Committee. Owner shall keep roof in good repair.

5. **IMPROVEMENTS:**

- A. No improvements shall be permitted on any lot nor shall an exterior addition to, or change or alteration therein be made until the plans and specifications therefore showing the nature, kind, shape, height, materials and location of same have been approved by the Architectural Control Committee as to such things as quality of workmanship and materials and harmony of external design and location in relation to surrounding structures and topography, overall general appearance and conformity with the provisions hereof.
- B. No Portion of the existing cement curb along the street right of way to the front of each lot shall be destroyed, altered, or removed unless such

destruction, alteration, or removal is in compliance with the City of Bridge City. Any such destruction, alteration or removal must be in accordance with the specifications set in the Standard Driveway Tie-in Detail of the City of Bridge City. All tie-ins to the existing cement curb shall include a full pre-molded expansion joint. (minimum ¼ inch width).

- C. No temporary permanent driveway or parking area shall be constructed over and across drainage district easement.
 - D. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No building shall be occupied as a residence during the course of construction, nor shall be occupied prior to both exterior and interior completion. A certificate of occupancy from the City of Bridge City is required before moving in to residence.
 - E. Not more than one outbuilding incidental to the residential use of each lot may be approved by the Architectural Control Committee, which approval shall be at the discretion of said Committee so long as the desired outbuilding is not otherwise inconsistent with other covenants herein. Outbuildings must have same exterior as house.
6. **PARKING**: No trucks (except for pick-up trucks having a manufacturer's rated carrying capacity of One (1) ton or less), boats, boat trailers, trailers, camping trailers, mobile homes, motor homes, recreational vehicles or similar vehicles shall be parked, placed or stored upon any lot on a permanent basis (as herein defined) in such manner as to extend beyond the front of the dwelling: nor shall any trucks (except for pick-up trucks having a manufacturer's rated carrying capacity of One (1) ton or less), boats, boat trailers, trailers, camping trailers, mobile homes, motor homes, recreational vehicles or similar vehicles be parked, placed or stored in the street or streets abutting or adjoining any lot on a permanent basis (as herein defined). A "permanent basis" as that term is used above, shall mean any period of forty-eight (48) consecutive hours or any

periods of ten (10) consecutive hours on any two (2) consecutive days. The street cannot be used for overnight parking at any time. Vehicles will be removed at owners expense. Parking on the street causes traffic problems for all residents and is only to be done on a temporary basis.

7. **ANTENNAS AND SATELLITE DISHES**: No exterior television or radio antennas of any sort, including but not limited to satellite dish antennas and an aerial for a master antenna system, should any such master system require any such exterior antenna, shall be placed, allowed or maintained upon any lot in such a manner as to extend beyond the front of the dwelling. Prior written consent from the Architectural Control Committee is a prerequisite to the placing of any such items elsewhere upon any lot. No antenna shall be erected on any said property for the transmission of radio or television signals, nor for the purpose of "ham", citizens' band, or short-wave radio operation: the only antennas which may be erected, subject to Architectural Control Committee approval, are to be for standard residential receiving of television, FM or AM radio signals: all of such antennas shall not exceed thirty (30) feet in height.
8. **BUILDING SETBACK**: No dwelling or permitted accessory building, or any parts thereof, shall be located nearer to the front lot line than the building setback lines shown on the recorded plat.
9. **LOCATION OF BUILDINGS**: No dwelling or permitted accessory garage, which does not include other permitted accessory buildings, shall be located nearer than seven feet (7') to the interior lot line. No permitted accessory buildings shall be located nearer than two feet (2') to the interior lot line.
10. **SIGHT LINE DISTANCE AT INTERSECTION**: No fence, wall, hedge or shrub planting which obstructs sight line at elevation between two (2) or six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five feet (25') from the intersection of the

street lines, or in the case of a rounded property permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. **USED BUILDINGS**: No existing or used dwellings or permitted accessory building shall be moved and placed on any of the above-mentioned lots from another location and all dwellings and permitted accessory buildings must be of new construction and the exterior match the exterior of the residential building.
12. **RE-SUBDIVISION OR CONSOLIDATION OF LOTS**: No lots shall be re-subdivided or consolidated with another lot or building plot nor shall any dwelling be permitted on any re-subdivided or consolidated lot or building plot without the approval of the Architectural Control Committee having been first obtained.
13. **LIVESTOCK, POULTRY AND PETS**: No animal livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not excessively noisy nor kept, bred or maintained for any commercial purposes, and limited to a maximum of 4 pets, not to exceed 2 dogs and 2 cats, in a number as to not be an annoyance or nuisance to the Addition.
14. **TRASH**: No lot shall be used or maintained as a dumping ground for trash, refuse, rubbish, garbage or other waste. Trash, garbage, or other waste shall not be kept except in sanitary containers. All lots shall be free of loose building refuse and trash during the construction of any improvements so as to not become windblown or scattered on adjoining or nearby lots or streets. The owner or owners of any such lot upon which improvements are being constructed shall keep all such adjoining and nearby lots and streets free of all building materials, trash and refuse emanating from such lot under construction. Trash, garbage, or other waste containers will be kept screened

by adequate planting or fencing as to conceal them from public view and will be kept behind set back line from front of house except on garbage pick up day.

15. **SIGNS:** No signs of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale, or signs used by a builder and his suppliers in advertising the property during the construction and sales period.
16. **MINING OPERATIONS AND PIPELINE EASEMENTS:** No oil or natural gas drilling, oil or natural gas development operations, oil or natural gas refining, quarrying or mining operations of any kind shall be permitted upon any lot nor shall oil or natural gas wells, tanks, pipelines, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. The language of this paragraph is not intended to prohibit normal utility pipes or lines of various sorts within the subdivision covered hereby, not the maintenance, repair and/or replacement thereof.
17. **LOUD, BOISTEROUS, NOXIOUS OR OFFENSIVE ACTIVITIES:** No loud, boisterous, noxious or offensive activity shall be carried on nor permitted upon any lot, nor shall anything be done thereon which may be or may become an annoyance, nuisance or hazard to the neighborhood.
18. **VEHICLE, MACHINERY AND EQUIPMENT REPAIRS:** No major repairs, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted on any lot or in any street drive, driveway or yard adjacent to a street.
19. **CONDITION OF LOTS:** (a) All lots shall be kept in a neat and orderly condition, grass and weeds shall be cut regularly. Trash, junk cars and refuse shall not be kept or allowed on any lot nor shall unsightly articles, objects or things be placed thereon. No storing on a permanent basis, except during

installation periods, shall be permitted on any lot. "Permanent Basis" is defined in paragraph 6 above. Vacant lots shall be maintained monthly for a neat appearance. (b) All front yards and all side yards which can be seen from the street of all dwellings must be planted with grass and landscaped within six (6) months (180 days) after the date on which dwelling is conveyed from homebuilder to homeowner. Each Lot on which a home is constructed shall have landscaping, including, but not limited to, shrubs, flowers, trees, ground cover, and grass, of a sufficient quality, quantity, and design to enhance the subdivision. Lot owners shall use reasonable efforts to preserve, keep, and maintain the landscaping in a healthy and attractive condition. Each Lot owner shall mow and maintain the landscaping and vegetation on his Lot, including right-of-ways, in such a manner as to control weeds, grass and/or other unsightly growth.

20. **CASUALTY**: if all or any portion of a residence is damaged or destroyed by fire or other casualty, the owner thereof shall, with all due diligence, rebuild, repair or reconstruct such residence in a manner that will substantially restore it to its appearance and condition immediately prior to such casualty. Reconstruction will be undertaken within three (3) months after the damage occurs and will be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

21. **MISCELLANEOUS**:

- a.) No lot shall be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, the United States of America, Orange County, Texas or Bridge City, Texas.
- b.) Street Lamp to be installed upon completion of residence. Design to be uniform for all lots.
- c.) All window coverings must be of traditional shutters, blinds or drapes. Window coverings such as foil, bedding, and newspaper are expressly

prohibited. Offensive materials which may be seen from the street displayed in windows are prohibited.

- d.) No window or wall type air conditioner or heater shall be permitted, erected, placed, or maintained on or in any dwelling. No window or other style heater or air conditioner used in an accessory building shall be visible from any street.
- e.) Each residence upon completion is required to have a Mailbox which is to be made of the same material as exterior of house. Brick, Stone or Stucco.

22. EASEMENTS AND ELECTRICAL AND TELEPHONE SERVICES:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No building of a permanent nature may be erected over and above said easements. Where electrical and telephone service on said lots, the utility companies are hereby given and granted the right to cross each lot or building site from the utility easements shown on said recorded plat to serve the improvements as permitted herein to be placed thereon by the owners thereof. No excavations, structures, trees or other obstructions shall be permitted on or over such underground service lines. No authorized entity using such easements shall be liable for any damage done by such entity to shrubbery, trees, flowers or other property of the owner situated within any such easement. No overhead or aerial electrical, telephone, cable television or any other utility or service from the service pole to any dwelling, garage, or other structure will be allowed and all such services shall be buried in conduit from the service pole to any structure at buyer's expense.

- 23. ARCHITECTURAL CONTROL:** There is hereby created an Architectural Control Committee comprised of 2 members, and the initial committee shall be composed of Debra Townsend and Rodney Townsend each of whom shall serve until his or her successor is appointed. In the event that any one of said members should die, resign, or become ineligible to act, the remaining member of the Committee may appoint a successor. No building shall be erected, placed or altered on any building site (plot) in Acadian Quarters until a copy of

the final building plans and specifications, a plot showing the location of the dwelling and any other improvement to include fences, walks and drives has been approved in writing by the Architectural Control Committee as to conformity and harmony of external design with existing structures in Acadian Quarters, and as to location of the building with respect to topography and finished ground elevation. All improvements shall be constructed in accordance with the plans submitted. A majority of the Committee may designate a representative with authority to approve the design and location of any building. In the event said committee, or its designated representative, fails to approve or disapprove the design and location of any such building within thirty (30) days after said plans and specifications, plot plan and elevation, have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of alterations has been commenced prior to the completion thereof, such approval will not be required and this provision as to approval will be deemed to have been satisfied. Neither the members of said Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this provision. If at any time, Joie De Vivre Development Corporation no longer owns any lots in the Addition, the owners of the majority of the lots in the Addition shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or restore it to any of its powers and duties. The Committee's approval or disapproval as required in these covenants shall be in writing. The foregoing waiver by completion of construction of improvement shall not apply to outbuildings, walls, fences or mailboxes.

24. **ENFORCEMENT:** Enforcement of these Covenants and Restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these Covenants and Restrictions; but failure by the Developer or any Owner to

enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Developer shall not have any duty, obligation, or responsibility to enforce these restrictions. The City of Bridge City, Texas, is specifically authorized (but not obligated) to enforce these Covenants and Restrictions. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney fees, filing fees and court cost from the non-prevailing party.

25. **SEVERABILITY**: Invalidation of any one of the provisions hereof by judgment or court order shall not affect any other provisions hereof, and all other such provisions shall remain in full force and effect.
26. **HEADINGS**: Headings in this instrument are not to be considered in interpreting the meaning of the other language herein.
27. **DURATION AND AMENDMENT**: The provisions hereof are to run with the land and shall be binding on the undersigned and all persons claiming under it until January 1, 2042, at which time the provisions hereof shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to amend the same in whole or in part prior to January 1, 2042, the provisions of this instrument may be amended by a majority of the owners of the lots agreeing in writing to such an amendment except that no such amendment prior to January 1, 2042, shall be effective if when such amendment is to be accomplished, Joie De Vivre Development Corporation as developer still owns one (1) or more of said lots and does not consent to such amendment. No such amendment shall be effective until recorded in the Official Public Records of Real Property of Orange, Texas.
28. **DRAINAGE**: No building will be constructed in such a manner as to allow direct drainage from the roof or any part capable of collecting precipitation

onto any property in the Addition (including but not limited to streets dedicated herein) other than the Lot on which said building is located.

29. **SEWAGE TREATMENT SYSTEMS:** No on-site sewage treatment facility will be permitted on any Lot.
30. **CHIMNEYS:** If any metal chimney is used in construction of any dwelling on a Lot, it will be encased in wood, brick, stone or other material in a manner approved by the Architectural Control Committee.
31. **CHRISTMAS DECORATIONS:** No exterior Christmas lights or decorations will be erected or displayed on any lot between February 1, and October 31 in a year. This restriction include the clips which hold lights. Whether exterior lights and decorations constitute Christmas lights or decorations within the meaning of this provision will be determined in the sole judgment of the Architectural Control Committee.

IN WITNESS WHEREOF, Joie De Vivre Development Corporation, a Texas Corporation, has caused this instrument to be executed this 30th day of June, 2017.

JOIE DE VIVRE DEVELOPMENT CORPORATION

By: Rodney Townsend RODNEY TOWNSEND, President

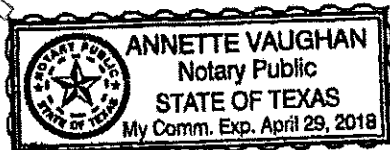
By: Debra Townsend DEBRA TOWNSEND, Secretary

By: Matt Bryant MATT BRYANT, Vice-President

STATE OF TEXAS
COUNTY OF ORANGE

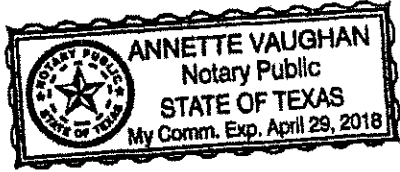
This instrument was acknowledge before me this the 30th day of June 2017, by RODNEY TOWNSEND.

Annette Vaughan
Notary Public, State of Texas



STATE OF TEXAS
COUNTY OF ORANGE

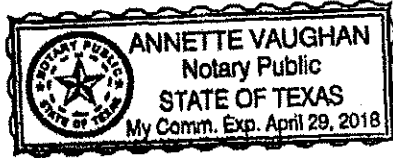
This instrument was acknowledge before me this the 30th day of June,
2017m by DEBRA TOWNSEND.



Annette Vaughan
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF ORANGE

This instrument was acknowledged before me this the 30th day of June,
2017, by MATT BRYANT.



Annette Vaughan
Notary Public, State of Texas

FBt Ret: Jole De Viva Development Corp.
Po Box 2273
Bridge City Tx 77611
53⁰⁰ + 21⁰⁰

(13)

FILED FOR RECORD
ORANGE COUNTY CLERK

'17 JUN 30 10:22

BRANDY ROBERTSON

Brandy Robertson

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