

Restrictions

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all the real property situated within the subdivision and each part thereof shall be held, sold and conveyed only subject to the following reservations, easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in any lot or tract constituting a part of said subdivision or any portion thereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner thereof.

1. Each contract, deed, deed of trust, or other instrument which may be hereafter executed with respect to any property situated within the subdivision shall be deemed and held to have been executed, delivered and accepted subject to all the terms and provisions contained herein, regardless of whether or not any such terms and provisions are set forth therein or referred to therein.

2. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easement shown thereon are dedicated subject to the reservations hereinafter set forth.

3. (a) The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility authorized to operate and/or operating in Orange County, Texas, as well as for the benefit of the Declarant and the property owners in the subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power lines, telephone lines, gas lines, water lines, sanitary sewers, storm sewers and any other utility or service which the Declarant may find necessary or proper.

(b) The title conveyed to any property in the subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer or sanitary lines, poles, pipes, conduits or other appurtenances or facilities constructed by the Declarant or public utility companies upon, under, along, across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Declarant, his heirs, successors and assigns.

(c) The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Declarant.

(d) Neither the Declarant, nor his heirs, successors or assigns, using said utility easements shall be liable for any damages done by any of such parties or any of their agents or employees to shrubbery, trees, flowers or other property of the land owner situated on the land covered by said utility easements.

4. The provisions hereof, including the reservations, easements, covenants, conditions and restrictions herein set forth, shall run with the land and shall be binding upon the Declarant, his heirs, successors and assigns, and all persons or parties claiming under him or them for a period of twenty-five (25) years from the date hereof, at which time all such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of twenty-five (25) years or ten (10) years, the then owner of sixty (60%) per cent of the lots in the subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid twenty-five (25) year period or any successive ten (10) year period thereafter.

5. In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions or restrictions herein contained, enforcement shall be authorized by any proceeding law or in equity against any person or persons violating or attempting to violate any of such provisions, including, but not limited to a proceeding to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance such provisions and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provision. Any person found to have violated or to have attempted to violate any of the provisions hereof in any proceeding at law or in equity hereby agrees to pay to the opposite party's attorney in the action or proceeding, such fees to be fixed by the Court. It shall be lawful for the Declarant or any person or persons owning property in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.

6. Should any portion of this instrument for any reason be declared invalid, such decision shall not affect the validity of the remaining portion, which remaining portion shall remain in full force and effect as if this instrument had been executed with the invalid portion thereof eliminated.

7. No violation of the provisions herein contained, or any portion thereof, shall affect the liens created by any mortgage, deed of trust or other instrument presently of record or hereinafter placed of record or otherwise affect the rights of any person holding under the same; and the liens created by any such instruments may, nevertheless, be enforced in accordance with its terms; provided, however, that the provisions hereof shall be binding on any owner whose title is acquired by judicial or other foreclosure, by trustee's sale or by other means.

8. Each lot in the subdivision shall be used as a residence for a single family and for no other purpose.

9. No building shall be erected, altered or permitted to remain on any lot within the subdivision other than one single-family residential dwelling, a private garage (or other covered parking facility) and one other outbuilding, provided, however, that such private garage (or other covered car parking facility) and/or outbuilding shall not exceed the height of such residential dwelling.

10. The living area of each single-family residential dwelling (exclusive) of open or screen porches, terraces, driveways, garages (or other covered car parking facility) and outbuilding shall not be less than 1,500 square feet. The exterior materials of all structures permitted to be constructed or erected upon a lot within the subdivision must be of either brick, wood or a combination of brick and wood, or brick with vinyl, with the exception of one prefabricated corrugated metal out building.

11. No building shall be located nearer to the front lot lines nor nearer to the side street lines than the building setback lines shown on the aforesaid plat. The main residential structure shall not be located within fifteen feet of an interior side lot line. If any two

or more lots of fractions thereof are consolidated into one homestead, in conformity with the provisions hereinafter set forth, the building setback (front and side) restrictions shall be deemed to apply to such resultant homestead as if it were one original lot. In any event, no building shall be located on any lot or homestead nearer than fifty (50) feet to the front lot line.

12. No lot in the subdivision shall be resubdivided in any fashion or manner except as may be otherwise provided for herein. Any owner of one or more adjoining lots in the subdivision may subdivide (or consolidate) such lots into building sites, with the privilege of placing or constructing improvements as permitted herein, on each resulting site, provided that such subdivisions (or consolidation) does not result in the resulting building site having less than 150 feet of street frontage on the front street line.

13. Any garage placed on any lot or building site within the subdivision which faces or opens toward the street must be finished with sheiplap, paneling or sheetrock and kept-jointed. All buildings constructed upon any lot within the subdivision must be "dried in" within six (6) months from the date construction commences. As used herein, the term "dried in" means that the outside exterior of the building must have the appearance of a completed building.

14. No structure of a temporary character or any trailer, mobile home, modular home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot within the subdivision at any time as a residence; provided, however, any permitted structure of a permanent nature may contain living quarters for bonafide servants if the same does not violate any other terms and provisions contained in this instrument.

15. No rubbish, trash, garbage, manure, debris or other waste material shall be kept or permitted on any lot within the subdivision except in sanitary containers located in the appropriate areas concealed from public view.

16. No business of any kind shall be conducted on or from any lot within the subdivision, with the exception of the business of the Declarant, his heirs, successors and assigns, in the developing and selling lots situated within the subdivision to the general public.

17. No noxious or offensive activity shall be carried on in or on any lot within the subdivision. Sheep, goats, ducks, chickens, horses, cattle, livestock and poultry, plus dogs, cats, and other household pets may be raised, bred and kept on the lots within the subdivision provided they are not kept, bred or maintained for commercial purposes.

18. No privy or cesspool shall be placed or maintained on any lot within the subdivision.

19. No sign of any kind shall be displayed to public view on any lot within the subdivision, except customary name and address signs and lawn signs of not more than three square feet in size advertising a property for sale or rent.

20. Nothing shall be done or kept on any lot within the subdivision which would increase the rate of insurance relating thereto and no owner shall permit anything to be done or kept on his lot or building site which would result in the cancellation of insurance on any residence, or which would be in violation of any law.

21. All lots in the subdivision shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots or building sites shall keep all weeds and grass thereon cut and shall in no event use any lot or building site within the subdivision for storage of material or equipment except for normal residential requirements.

22. The foundation under the living area of each single-family residential dwelling (exclusive of open or screened porches, terraces, driveways, garages, (or other covered parking facility) and other outbuildings) shall be made of concrete or any other material that may be produced in the future, which has the same appearance and properties of concrete.

23. No lot or lots in the said subdivision may be used for roadway purposes without the written consent of ~~CORNER~~ ^{Paul Cormier Development Co} CO., its successors or assigns.

24. If any owner of any lot in said subdivision or any other person violates any of the covenants herein, it shall be lawful for any other person or persons owning a lot in the subdivision to prosecute under any proceedings at law or in equity any person violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages for such violation.

25. If any one or more of these covenants and restrictions are invalidated by judgement of any court, such invalidation shall in nowise effect any other covenants, restrictions and provisions herein contained and shall remain in full force and effect.

Signed this 27 day of August 2009

Brent Huesobay
Buyers Signature

Co-Buyers Signature

FILED FOR RECORD
ORANGE COUNTY CLERK

09 SEP 25 11:09

KAREN JO VANCE
Karen Jo Vance

RECORDER'S MEMO:

Legibility of writing, typing or printing was UNSATISFACTORY when received.