

5807

DEED

LAKESIDE VILLAGE II

RESERVATIONS, RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS
 COUNTY OF SAN JACTINO

KNOW ALL MEN BY THESE PRESENTS:

That we, RICHARD N. MARTIN and LEWIS C. HOLDER, hereinafter styled "Owners", of San Jacinto County, Texas, where our principal place of business is so located at P. O. Box 600, Point Blank, Texas 77364, are the sole owners of that certain tract containing 100.14 acres of land in the John Davis Survey, abstract 13 in the County of San Jacinto, State of Texas, and recorded in Vol. 218, page 180 of the deed records of San Jacinto, County, Texas, have subdivided same into a residential subdivision known as LAKESIDE VILLAGE II, as is described by metes and bounds on map and plat of said subdivision which as been prepared by O. G. Tolbert. Registered Public Surveyor #1839, which is dated 27th day of July, 1983, and recorded in the Plat Book 7 Page 36 of the Plat Records, San Jacinto County, Texas, reference to which is hereby made for all purposes.

PREAMBLE

It is the intention and desire of the Owners herein to safeguard their rights and the rights of Purchasers, and to maintain the value of the property at its highest level, and for its best use and enjoyment of Owners and Purchasers, do hereby establish, adopt, and promulgate the conditions, covenants, warranties, and restrictions as to the use thereof, which shall be applicable to and run with the land, thereby binding Owners herein, their heirs or assigns, and all Purchasers of tracts situated within LAKESIDE VILLAGE II as is hereafter set out.

I

GENERAL PROVISIONS

1. All lots in LAKESIDE VILLAGE II are for the sole purpose of single family residence only.
2. The living area in all residences (except mobile homes), exclusive of open porches and garages, shall not be less than 1000 (one thousand) square feet. The design, materials, and workmanship in all residences and other buildings shall be in conformity with standards in common use by architects and builders of quality homes. No mobile home will be allowed in LAKESIDE VILLAGE II unless it has a length of at least sixty (60) feet and a width of at least twelve (12) feet.
3. Lots are purchases subject to easements established or to be established at any time by grant or agreement between Owners herein, its successors or assigns, and the utility companies furnishing electricity, cable TV, telephones, gas, water and sewage. All utility companies shall have the right, without fear of damages, when it has permission from Owners herein, its successors or assigns, to enter upon said lots and do what work it deems necessary to install and maintain said utilities. All lots with frontage on Lake Livingston are purchased subject to an established easement held by the Trinity River Authority.
4. All lots in LAKESIDE VILLAGE II are restricted to houses only except Lots 325 thru 367 upon which a mobile home or a house may be placed.

5. Any residence once commenced, must be "dried in" within nine (9) months. The term "dried in" means that the outside must have the appearance of being a completed home, with all necessary windows, doors, roof, paint and trim. If not "dried in" within nine (9) months after such residence is commenced, the purchaser of same hereby gives the owners, their heirs or assigns, the right and authority to enter upon the property upon which such structure is situated and to disassemble said structure and stack same on the premises. The purchaser or occupant of any such lot agrees, by the purchase or occupation thereof, that said owners shall not be liable in trespass or otherwise, in entering upon said lot and disassembling any such structure.

6. No house, mobile home or other building may be placed on any lot until approved by the LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION (as hereinafter established) as to size, condition, appearance, and location on the lot. After submission of plans and specifications or a request for inspection to PROPERTY OWNERS ASSOCIATION herein and ten days elapses without notification from them of approval or disapproval, approval will not be required, and the related covenant shall be deemed to have been satisfied.

7. All mobile homes must have proper skirting that hide all the understructure and the same must be completed within 60 days from the date said mobile home is placed on the lot.

8. No structure of any kind can be located on any lot within the building limit lines as reflected on map and plat of LAKESIDE VILLAGE II nor located nearer than five (5) feet from interior lot lines or ten (10) feet from any back lot line; however, purchasers owning adjoining lots may build across the interior lot lines so long as such building is not over a utility easement. These building line requirements can be altered only by written permission from the owners herein, their heirs or assigns, if it is deemed by the "Owners" they cause a purchaser severe and undue hardship, and a change is considered to be in the best interest of the subdivision as a whole.

9. All residences and other buildings must be kept in good repairs, and must be painted when necessary to preserve the attractiveness thereof.

10. No outside privies or toilets shall be permitted. Whenever a residence is established on any lot it shall be provided with an inside toilet and shall immediately be connected with a septic system or to a sewage treatment plant. Such sewage disposal system shall be approved by Trinity River Authority. The drainage or sewage from any lot into a street, adjoining property, or Lake Livingston, either directly or indirectly is strictly prohibited.

11. No lot shall ever be used either temporarily or permanently as an access or roadway to property adjoining LAKESIDE VILLAGE II without the written consent of owners herein, their heirs or assigns.

12. The parking of boats, trailers or automotive vehicles on roads or road shoulders for a period longer than twenty-four (24) hours is prohibited.

13. Once a residence is established on any lot in LAKESIDE VILLAGE II, the purchaser and/or occupants shall at all times keep weeds and grass thereon cut in an attractive manner. In the event of failure on the part of the purchaser or occupant of any lot in this subdivision in observing the above requirements, "Owners" may, without liability to the purchaser or occupant, in trespass or otherwise, enter upon said tract, cut or cause to be cut, such weeds and grass and also remove or cause to be removed, any garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary

condition, and may bill either the purchaser or occupant of such lot for the cost of such work. The purchaser or occupant, as the case may be, agrees by the purchase or occupation of any lot in this subdivision to pay such statement immediately upon receipt thereof. In the event such bill is not paid in a reasonable length of time then the charge may be added to the purchase price of the lot plus simple interest at 10%.

14. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

15. No animals of any kind shall ever be raised, kept, or bred on any lot other than household pets, namely dogs and cats with a maximum of three (3) each.

16. No motor vehicle which is not in operating condition, or not bearing current license plates, shall be placed or permitted to remain on any lot unless kept out of sight.

17. The discharging of fire arms is strictly prohibited on all lots at all times.

18. Camping will not be allowed on any lot for more than thirty (30) days in any calendar year without written permission from the LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION (as hereinafter established under paragraph III). All camping equipment must be removed from the lot when campers depart.

19. Drainage structures under driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water and shall not be less than 12 inch diameter culvert.

20. No sign, advertisement, or billboard of any kind may be erected or maintained on any lot without the consent in writing of the owners herein, their heirs or assigns. Owners shall have the right to remove any such sign, advertisement, or billboard which is placed on any lot without such consent, and in so doing, shall not be liable, and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

21. The removal of any dirt or timber from any lot is expressly prohibited without the written consent of the owners herein. This consent is not required for the removal of trees or dirt when it is necessary in conjunction with the landscaping or construction being done on such lot. Permission is not required for the removal of dead or unsightly trees.

22. No lot in LAKESIDE VILLAGE II as platted may be resubdivided in any manner except as follows:

Purchasers of Lots 305, 318, 319, 344, 345 and 361 may subdivide such tracts so long as any resulting lots from such subdivision does not contain less than 15,000 (fifteen thousand) square feet.

23. There is hereby established a 15 foot Right-of-Way easement over and across the east side of Lot 281 (a continuation of the driveway as shown on plat) for the exclusive use of the purchasers, their heirs and assigns of Lots 281, 231 and 232 for ingress and egress purposes only.

II

Reserve Area "A" (Park area and launching facility as shown on

plat of LAKESIDE VILLAGE I) is for the use and enjoyment of all the purchasers (and their guest that accompany them) of all the tracts in LAKESIDE VILLAGE I-II-III and the general public is specifically excluded therefrom.

III

1. There is hereby created the LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION, which shall be composed initially of Richard N. Martin, Lewis C. Holder and M. F. McAnally. Vacancy in the committee at any time shall be filled by vote of the remaining members. Any member may be removed at any time by a majority vote of lot purchasers and a new member appointed in the same manner.

2. The LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION shall be the representatives of all the property owners in LAKESIDE VILLAGE I, II, and III in assisting preservation of property values; and the association shall have the powers and functions (but not by way of limitation) therein listed, but shall not have the sole obligation with respect to enforcement of restrictions; such powers being:

- (a) Collect and expend the Maintenance funds as created in this instrument.
- (b) Enforce these covenants and restrictions by appropriate proceedings.
- (c) Enforce any lien imposed on any lot or lots in this subdivision by these restrictions.
- (d) To approve or reject plans for improvements in LAKESIDE VILLAGE as set out under GENERAL PROVISIONS paragraph #6 (six).

IV

There is hereby created the LAKESIDE VILLAGE MAINTENANCE FUND

The following provision, whether incorporated in each deed or not, shall be applicable to all lots in LAKESIDE VILLAGE:

"The property herein conveyed is hereby subjected to an annual maintenance charge of \$36.00 for each lot to be paid by the owner of this lot in conjunction with a like charge to be paid by the owners of all other lots in LAKESIDE VILLAGE the same to be secured by a vendors lien upon said lot. Said liens are hereby assigned to the LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION."

Such annual charges may be adjusted from year to year by said PROPERTY OWNERS ASSOCIATION as the needs of the property may, in its judgement, require, but in no event shall such charge be raised above \$36.00 per year unless raised by a majority vote of the lot purchasers.

All funds arising from the MAINTENANCE FUND as above described are to be placed in an account by the LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION, known as the LAKESIDE VILLAGE MAINTENANCE FUND.

The above mentioned funds shall be paid on the First of January, 1984 and each year thereafter and mailed to:

LAKESIDE VILLAGE MAINTENANCE FUND
P. O. BOX 600
POINT BLANK, TEXAS 77364

All funds arising from the above charges shall be applied, so far as sufficient, toward the following purposes: street lights,

caring for vacant lots, caring for recreational areas and doing any other thing necessary or desirable in the opinion of said PROPERTY OWNERS ASSOCIATION to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the addition, it being understood that the judgement of said PROPERTY OWNERS ASSOCIATION in the expenditure of said funds shall be final so long as such judgement is exercised in good faith.

V

The following provision, whether incorporated in each deed or not, shall be applicable to all lots in LAKESIDE VILLAGE:

The property herein conveyed is hereby subjected to an annual water stand-by fee of \$27.00 (twenty-seven dollars), beginning January 1, 1984, for each lot to be paid by the owner of that lot in conjunction with a like charge to be paid by the owners of all other lots in LAKESIDE VILLAGE II, the same to be secured by a vendors lien upon said lot. Such liens are hereby retained by sellers herein, their heirs or assigns. The above annual water stand-by fee to be paid only by owners of lots not connected to the water system by January 1, 1984, and a like fee to be paid annually thereafter, until connected to the water system. After a connection fee has been paid, and the owner terminates water service, the monthly water service fee will be discontinued, and the stand-by fee will begin.

Each lot purchaser, in accepting his deed, consents and acknowledges that the Owners (Developers) shall have no obligation to furnish maintenance or do any other thing described above other than from maintenance funds.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded with the county clerk of San Jacinto County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then Owners of the tracts has been recorded, agreeing to change said covenants in whole or part, or to revoke them.

Enforcement shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate, any covenant, either to restrain such violation, or to recover damages. Such enforcement may be by the Purchaser of any lot in LAKESIDE VILLAGE.

Invalidation of any one or more of these covenants by judgement, or Court order otherwise, shall in no way affect

any other covenant, restriction, or condition, but all such other covenants, restrictions or conditions shall continue and remain in full force and effect.

Executed the 27th day of July, 1983.

LAKESIDE VILLAGE II
A Partnership

Richard N. Martin

RICHARD N. MARTIN, Owner

Lewis C. Holder

LEWIS C. HOLDER, Owner

THE STATE OF TEXAS
COUNTY OF SAN JACINTO

BEFORE ME, The undersigned authority, on this day personally appeared RICHARD N. MARTIN and LEWIS C. HOLDER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of July, 1983.

Edina Payne

Notary Public in and for the State
of Texas



STATE OF TEXAS
COUNTY OF SAN JACINTO

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of San Jacinto County, Texas on

JUL 28 1983



Lois Cooksey
LOIS COOKSEY
COUNTY CLERK,
SAN JACINTO COUNTY, TEXAS

BY *Lois Cooksey*
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

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FILED FOR
RECORD