

It is agreed between the parties hereto that the conveyance of said premises shall be subject to the following terms, conditions, covenants and restrictions as follows, to- wit:

The restrictions hereinafter set forth, except as herein otherwise provided shall be and are hereby imposed upon each numbered lot in said subdivision, as shown by said map and referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of SELLER, its successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of accepting a contract, deed, or lease covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth.

1. None of said lots or the improvements erected thereon shall be used for anything other than private residential purposes.
2. No tent, lean-to, shack or other temporary structure of any character shall be constructed on any of said lots. No structure, other than a single residence, design and constructed for the use by single family, together with servant's quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residence as a single family dwelling, shall be constructed on any lot, nor shall and residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotel, tourist cottages or as places of abode for transient persons, nor shall any structure, house trailer or building erected thereon or any part thereof be used as a dwelling pending the completion of the main dwelling to be constructed thereon.
3. In no event shall any dwelling be erected on any said lots, or the plans approved therefore having a floor area of less than twelve hundred (1200) square feet, exclusive of attached garages or other appendages, on lots which are non-waterfront lots, and twelve hundred (1,200) square feet on waterfront lots. All improvements or additions to same shall be substantially and safely constructed, painted and kept in good repair; and all lots shall be kept in a clean and sanitary condition.
4. No building or other structure shall be erected, placed or altered on any until the construction plans and specifications, and a plan showing the location of the structure, have been approved by an Architectural control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade of elevation.

BRYAN TEEL II

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The Architectural Control Committee is composed of President, ~~Jeff Fleming, Jr.~~ and Vice President, ~~Janet Fleming~~. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member or members of the committee, the remaining members or member shall have full authority to designate a successor or successors. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fail to approve within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The residence or building, however, must be constructed in compliance with all of the other restrictive covenants herein stipulated.

5. No horses, cows, sheep, goats, swine or livestock of any kind may be kept on said premises.

6. No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw or untreated sewage being carried into water bodies. No septic tank or other means of sewage disposal may be installed or used unless approved by the proper governmental authorities having jurisdiction with the respect thereto. The drainage of septic tanks into road, streets, or roadside ditched, either directly or indirectly, is strictly prohibited.

7. No sign or any other advertising may be displayed on property unless approved by the Architectural Control Committee.

8. No building of frame construction on the exterior of any kind or character shall be erected on any of such lots unless same, at the time of construction, shall receive at least two (2) coats of paint, except in case the plans thereof shall provide for staining or other means of coloring the same, and such plans are approved as herein provided.

9. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed with the property lines of the lot upon the improvements are to be erected, and shall not be placed in the streets or between the roadbed and property lines.

a period of thirty-five(35) years from the date this instrument is filed for record in the Office of the County Clerk of Chambers County, Texas, and shall automatically be extended thereafter for the successive periods of ten (10) years provided, however, that the owners of the legal title to seventy-five percent (75%) of the lots as shown by the records of Chambers County, Texas, may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot shown on said plat from any restriction or covenant at the end of the first thirty-five (35) year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of such instruments.

11. The terms and provisions hereof shall be binding upon SELLER, its successors and assigns, all persons claiming by, through or under it, and all subsequent purchasers or owners of property in said subdivision, each of whom shall be obligated and bound to observe the same provided, however, that no such person shall be liable, except in respect to breached committed during his or their ownership of said property.

12. The waiver of any particular restrictions, covenants or condition shall not be construed as and shall not constitute the waiver of any other restriction, covenant or condition.

13. Each lot owner in ^{#12.50}White Heron Resort Estates shall be subject to a monthly maintenance charge of ~~\$9.00~~ (changed October 1, 2008 recorded in Chambers County, TX) for keeping ditches clean, and any lighting and other general maintenance including any park are maintenance that SELLER may deem necessary. This maintenance charge shall be secured by a vendor's lien and is to be paid monthly, in advance, on the first day of each month, and said amounts shall be paid to the SELLER, its successors or assigns. Such monthly maintenance charges may be adjusted, altered or waived from year to year as the maintenance needs of all sections of White Heron Resort Estates may be required. Such maintenance charge on each lot shall begin and accrue only against those lots which may hereafter be sold, conveyed or leased by SELLER for use, and shall not accrue against those lots remaining in the name of SELLER. SELLER shall have the right to discontinue and abandon such charges by filing a written instrument with the County Clerk of Chambers County, Texas, evidencing such intention.

14. No unsightly storage that is visible from the street shall be permitted on any lot.

15. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, by any surface owner.

16. This instrument of dedication and the restrictions and covenants therein relate to and affect the numbered lots designated on said subdivision map.

