

AMENDED AND RESTATED RESTRICTIONS
FOREST COVE SUBDIVISION, SAN JACINTO COUNTY, TEXAS

THE STATE OF TEXAS.

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SAN JACINTO.

WHEREAS, Alfred Halla, Jr., and Lewis C. Holder, sole owners of the 58.01593 acre tract of land situated in the Ralph McGee League, Abstract No. 9, in San Jacinto County, Texas, as Developers ("Developers") has subdivided same into a residential and commercial subdivision known as FOREST COVE SECTIONS I and II, as is described by metes and bounds on map and plat thereof under dedication dated April 4, 1966, and filed for record in the office of the County Clerk of San Jacinto County, Texas, under file #512, volume 99, page 477 for recording in the deed records of said County, and in conjunction with did establish, adopt and promulgate certain conditions, covenants, warranties and restrictions as to the ownership and use thereof, which were made applicable to and running with the land, thereby binding Developers, their heirs and assigns, and all purchasers of lots situated within said subdivisions or additions thereto all as is set out in that certain document dated April 4, 1966 and recorded at Volume 99, page 477, deeds and records of San Jacinto County, Texas, which certain Restrictions, Covenants and Conditions are referenced herein as "Original Restrictions"; and

WHEREAS, said the Commissioners Court of San Jacinto Count)', Texas, by document dated September 12, 1966, and recorded at Volume 101, page 339, deeds and records of San Jacinto County, Texas, approved revisions of the restrictive covenants, dedication and map and plat, as set forth therein; and

WHEREAS, said Developers, thereafter deeded and conveyed two tracts or parcels of land out of the 58.01593 acre tract of land situated in the Ralph McGee League, Abstract No.9, in San Jacinto County, Texas, as referenced in that certain "Correction Deed" dated October 27, 1969, and filed of record at Volume 116, page 419, to H & H Properties, Inc., a Texas Corporation (referenced herein as "Successor Developer"), of which Successor Developer Lewis C. Holder was President, also as sole owners of the 5.6 acre tract of land situated in the Isaac Jones League, abstract 23, in San Jacinto County established SECTION III - FOREST COVE, and made the land deeded and conveyed subject to certain conditions, covenants, warranties and restrictions as to the ownership and use thereof, as therein provided; and

WHEREAS, said developers, by that certain instrument dated October 27, 1969, filed of record at Volume 116, page 424, made certain corrections and modifications to the Original Restrictions; and

WHEREAS, H & H Properties, Inc., as successor developer, by that certain instrument dated October 27,1969, and filed of record at Volume 116, page 427, made certain corrections and modifications to the Original Restrictions; and

WHEREAS, the Restrictions for sections I and II, under paragraph VI (1), and the Restrictions for Section ill, under paragraph V (I), provide that the 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 five (25) years from the date these covenants are recorded with the County Clerk of San Jacinto County, Texas. After which time the covenants shall be extended automatically for successive periods of ten years, unless amendment agreements signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them; and

WHEREAS, the Original Restrictions for Forest Cove Subdivision, under paragraph IV of the Respective Restrictions, created the "Forest Cove Restrictions Committee" (referenced herein as the "Committee"), provided that the Committee was the representatives of all property owners in Forest Cove Subdivision in assisting in preservation of property values and prescribed certain duties and responsibilities for the Committee, and provided that for the filling of vacancies by vote of the tract owners; and

WHEREAS, Articles of Incorporation for "The Cove Property Owners Association of Point Blank, Inc.", and referenced herein as the " Association", were filed with the Secretary of State for the State of Texas on February 5, 1975, and a certificate of incorporation issued on the same date; and

WHEREAS, said Association was organized and incorporated for the purpose to discharge the duties of the Committee and "to promote and encourage civic pride, and to promote health, sanitation, safety, and convenience of Forest Cove Subdivision and the adjacent community in San Jacinto County,

NOW, THEREFORE, the Associations' Board of Directors hereby file for record these Amended and Restated Restrictions applicable to sections I, II and III of Forest Cove Subdivision, as follows:

(I)

The restrictions, covenants and conditions as hereinafter set out shall apply to sections I, II and III of the Forest Cove Subdivision as reflected by aforesaid maps and plats.

(II)

(1) No lot shall be used except for single family residence purposes.

(2) No building **or structure** shall be erected, placed or altered on any lot until the construction plans, specifications and plan showing the location of the building or structure have been approved by the Association as to compliance with these restrictions on quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, drainage and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in part IV hereof.

(3) The floor areas of all residences, exclusive of open porches and garages, shall be not less than 1,200 square feet. The design, materials and workmanship in all buildings shall be in conformity with standards in common use by architects and builders of quality homes.

(4) No building or structure shall be located on any residential lot nearer than 20 feet to the front property, or street line. No permanent building or structure shall be located nearer than 5 feet to an interior or cornerside property line. The owner of any building or structure constructed on a lot in violation of these restrictions will be asked to relocate or dismantle said building or structure.

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

structure.

(6) Lots are purchased subject to easements established by grant or agreement between the Association and the utility companies furnishing the gas, phone, water, cable, sewer and electric utilities, and in addition thereto, waterfront lots are purchased subject to a "wave action easement" as established by the Trinity River Authority.

(7) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon that may be, or may become an annoyance or nuisance to the neighborhood. No firearms may be discharged I within the Subdivision, and/or according to City, County and State law. No air rifles or pellet guns may be discharged within the Subdivision except by property owners on their own property. The Association shall not be liable for any accidents associated with the discharge of any firearms, air rifles or pellet guns.

(8) No building or structure of a temporary character, mobile home, motor home, trailer, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(9) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs and cats may be kept as pets provided they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lot.

(10) Whenever a residence is established on a lot, it shall be provided with an inside toilet, and shall be connected immediately to a septic tank or sewer line, at the expense of the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Health Department and the Trinity River Authority and shall be subject to inspection and approval by Health officer of San Jacinto County and the Trinity River Authority. The drainage of septic systems into a road, street, alley, public ditch or Lake Livingston, either directly or indirectly, is strictly prohibited.

(11) Drainage structures under private: driveways shall have a net drainage opening of sufficient size to permit free flow of water, without back water, and shall be not less than a 12- inch diameter pipe culvert.

(12) The owners or occupants of lots in this subdivision, shall at all times keep weeds and grass cut in an attractive manner, and shall in no event use any lot for commercial logging, storage of equipment and material (except for normal residential construction requirements), or permit the accumulation of dead trees, fallen trees, garbage, trash or rubbish of any kind thereon. If the owner or occupant of any lot in this subdivision fails to observe the above requirements, the Association may, without liability to the owner or Occupant in trespass or otherwise, enter upon said lot, cut or cause to be cut weeds and grasses, and remove or cause to be removed any accumulation of garbage, trash, rubbish, etc. so as to place the lot in a neat, attractive, sanitary and healthful condition, and may bill the owner or occupant of each lot for the cost of such work. The owner or occupant agrees by the purchase or occupation of any lot in this subdivision, to pay each statement immediately upon receipt.

(13) No sign, advertisement, billboard or advertising structure, except standard real estate "for sale" signs, of any kind may be erected or maintained on any lot without the consent, in writing, by the Association. The Association shall have the right to remove any sign, billboard, advertisement or advertising structure which is placed on any lot without such consent, and is expressly relieved from any liability for trespass or other tort in connection with or arising from such removal. Standard real estate "for sale" signs shall be no larger than 26 x 20 inches, and the sign and its support shall be no taller than 70 inches or wider than 45 inches.

(14) No boats, boat trailers, boat rigging or utility trailers shall ever be parked or stored (except

temporarily) nearer to the street than twenty (20) feet. The parking of automotive vehicles on road shoulders must not restrict, or inhibit the free passage of traffic or emergency vehicles (such as ambulances and fire trucks) on any subdivision road or road shoulder. If vehicles are not moved upon request of the Association, or local law enforcement officers, they may be towed at the owner's expense.

(15) All residences and other buildings; must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.

(16) No lot in Forest Cove Subdivision as platted shall be subdivided in any manner, except as follows: Any person or persons owning two or more adjoining lots in said subdivision, may divide or consolidate such lots into building sites, with the privilege of placing or constructing improvements on each resulting building site, provided that such division or consolidation does not result in more building sites than the number of platted lots in each division or consolidation.

(17) The operation of automotive motor vehicles shall be limited to the paved roads within the subdivision, and the owner's property. The operation of unlicensed off-road vehicles, except on the owner's property, is prohibited. The 20 MPH speed limit (approved by the city of Point Blank), set to ensure the safety of children, pedestrians and pets, must be adhered to. The Association assumes no responsibility for accidents on Subdivision roads.

(III)

(1) Reserved areas, Private Park B, shall be used by the owners of lots in the Forest Cove Subdivision. These reserved areas shall be used as a community and recreational area for the benefit of all lot owners and the benefit of the subdivision -including, but not limited to, community and civic enterprise, swimming, boating, outdoor sports and other recreational activities. Only the owners and/or occupants of lots in the Forest Cove Subdivision, together with their guests when accompanied by the owners or occupant, shall be permitted to use reserved areas B. The general public is specifically excluded therefrom, and the maintenance and use shall be under the exclusive control and supervision of the Association.

(2) Buildings and structures approved by the Association shall be permitted for the purposes set out in Paragraph 1, above, on Reserved areas B, and any other purpose deemed by the Association to be for the common good and benefit of all lot owners in the Subdivision.

(IV)

(1) The Association (represented by the Board of Directors) shall have all authority of the Forest Cove Restrictions Committee to implement the Restrictions imposed by these Covenants.

(2) The Board of Directors shall be the representatives of the Association in assisting in the preservation of property values; and the Board of Directors shall have the powers and functions (but not by the way of limitation) herein listed, but shall not have the sole obligation with respect to enforcement of restrictions, - such powers being to:

(a) Collect and expend, in the interest of the Forest Cove Maintenance Fund 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) Approve or reject plans and specifications for improvements to be erected in the Forest Cove Subdivision. In the event the Association fails to approve or disapprove within fifteen (15) days after submission to it of plans and specifications, the owner shall send notification by registered mail in care of Forest Cove Property Owners Association, Inc. P.O. Box 82, Point Blank, Texas 77364 that his or her plans and specifications have not been approved within the fifteen (15) day period. If another fifteen (15) day period elapses without notification to the owner of approval or disapproval, approval will not be required, and the related covenant shall be deemed to have been satisfied

(e) Collect, enforce and administer the maintenance fees and any assessments, as approved by a written majority vote of the Property Owners, and levy penalties on delinquent accounts.

(3) The following provisions, whether incorporated in each deed or not, shall be applicable to all lots in the Forest Cove Subdivision;

The property herein conveyed is hereby subject to an annual maintenance charge, in effect at the time of filing (as of September 12, 2009 the POA voted to establish the charge at \$100.00), for each lot per year to be included in a fund known as the Forest Cove General Fund to be paid in advance annually in January of each year by the owners of each lot or a portion of a lot. Payment of this annual Maintenance charge grants Property owner(s) membership in the Forest Cove Property Owners Association, of Point Blank, Inc., to all rights, restrictions, benefits, privileges, obligations and duties that Membership in said non-profit Corporation entails. Such annual charges may only be increased or decreased by a majority vote, on a written ballot, by the owners of said lots, provided notice of the proposed increase or decrease is given per the Bylaws of the Association. Funds arising from said charge shall be applied, in so far as sufficient, toward the payment of maintenance expenses or construction costs for any or all of the following purposes; lighting, maintaining and improving streets, parks and parkways, improving clubhouse facilities; and in doing any other necessary or desirable things in the opinion of the Association to keep the subdivision neat and in good order, or which is considered to be of general benefit to the property owners or occupants of the subdivision, it being understood that the judgment of the Association in the expenditure of said fund will be final as long as such judgment is exercised in good faith. Provided however, each property owner, agrees, consents to and joins in such maintenance charge with the acceptance of his or her contract, with the understanding that the Association has no obligations to install lighting, parkways, to furnish maintenance or do any other things described herein, other than from maintenance funds.

(V)

(1) 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 five (25) years from the date these covenants are recorded with the County Clerk of San Jacinto County, Texas. After which time the covenants shall be extended automatically for successive periods of ten years, unless amendment agreements signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them.

(2) The enforcement of these restrictions 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 proposed violation, or to recover damages. Such enforcement may be by any owner of any lot within said subdivision.

(3) Invalidation of anyone or more of these covenants, by judgment, court order or otherwise, shall in no way affect any other restrictions or conditions, and other such covenants, restrictions or conditions shall continue to remain in full force and effect.

(VI)

(1) In formulating covenants, restrictions, conditions and warranties as herein set out, it is the intention of the Association that this instrument, taken with the original covenants, restrictions, conditions and warranties, where not in conflict herewith, and the maps and plats heretofore referred to, and approved hereof by the Commissioners Court of San Jacinto County, Texas as reflected by a certified copy thereof appearing of record under file # 512, volume 99, page 477, and under file #2302, volume 116, page 419, of the Deeds and Records of San Jacinto County, Texas shall be the complete dedication for the use of the owners within said subdivision, and any additions or extensions thereof shall bind all said parties, their heirs or assigns, for the time and in the manner as herein provided above.

EXECUTED by the Board of Directors of the Forest Cove Property Owners Association of Point Blank, Inc., subject to filing of a written instrument reflecting approval by at least a majority of the property owners and pursuant to the Deed Restrictions referenced above.