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**SOMERSET TRAILS**  
Deed Restrictions October 1st 2014

THE STATE OF TEXAS                    }

COUNTY OF SAN JACINTO                    }

KNOW ALL MEN BY THESE PRESENTS:

THAT Somerset Shores LLC, a Texas limited liability company, hereinafter called Seller, being the sole owner of the below described property, to-wit:

All those certain lots, tracts or parcels of land, being known and designated "SOMERSET TRAILS" as shown on the plat recorded under Clerk's File No. 20154642, Page 23023 of the San Jacinto County Official Public Records, and also being 212.744 acres of land situated in the Michael B. Menard Survey, A-36 (197.125 acres) and the John Foster Survey, A -120 (15.619 acres) San Jacinto County, Texas.

**HERENOW** agrees and imposes the following restrictions to all of the property hereinabove described. For the purpose of enhancing and protecting the value, and desirability of the aforementioned lots or tracts, Seller hereby declares that all the real property situated within 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 inure to the benefit of each owner thereof.

Seller will appoint a Restrictions Committee to supervise and enforce the following covenants and restrictions during the period of sale and development of the aforementioned properties. The Restrictions Committee will have the responsibility and authority to take whatever actions may be necessary to protect and enhance the value of the property as a whole.  
The Restrictions committee has the authority to amend and/or delete restrictions as stated hereinafter.

1. No residence will contain less than 1000 square feet of enclosed living area excluding garages and porches.No residence shall be subdivided and rented to dual tenants. No manufactured homes allowed
2. All buildings and structures shall be completely under-pinned and under skirted with no piers exposed to view.
3. Any secondary residence constructed must be within all the restrictions and meet all the standards for primary residences with the following exceptions:
  - (A) No secondary residences shall be located on the tract nearer than 50 ft. to the front building setback line nor nearer than 25 ft. to any side street right of way line. In cases where the shape of a tract may make this impractical, a variance from this restriction by

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the Restrictions Committee may be requested. No variance is permitted until such may be granted in writing by the Restrictions Committee.

(B) No secondary residence shall contain less than 750 square feet of enclosed living area excluding garages and porches. Any secondary residence must have at least a 1-car garage.

4. No tract will be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste will not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material will be kept in a clean, sanitary condition. No junk, wrecking or auto storage yards will be located on any tract, nor will any inoperative, unlicensed, or unregistered vehicles be allowed to remain parked out of a covered parking area for longer than thirty (30) days. Material of any kind stored on said property will be arranged in an orderly manner on the rear one-third (1/3) of said property and will be properly covered.
5. No noxious or offensive trade or activity will be carried out upon any tract, nor will anything be done thereon which may be or become an annoyance to the neighborhood. This restriction shall not preclude Seller from conducting the business of developing and selling lots situated within the subdivision to the general public, including maintaining an office for such purpose.
6. All boats and recreation vehicles shall be parked either in garages, or stored behind homes, out of sight from all other residence.
7. No outbuilding, garage, barn, tent, travel trailer and/or camper or any other temporary structure may be used as a dwelling, temporarily or permanently. The exception being that a travel trailer or camper may be occupied up to nine months during the construction of the primary residence.
8. Thirty (30) feet wide Roadway Easement for Somerset Trail [a 60 ft wide roadway over and through said subdivision] reserved over and across Tracts 4 through 20 as shown on the recorded plat (said easement lying 30 ft. each side of the centerline of Somerset Trail) and dedicated to San Jacinto County for public use by the recorded plat.
9. Easements are reserved along and within twenty (20) feet of all exterior boundary lines of the subdivision and ten (10) ft. along all interior lines of all tracts in this subdivision and twenty (20) feet adjacent and parallel to the right of way lines of Somerset Trail for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephone, water mains, sanitary and storm sewers, road drains, and other public and quasi-public utilities and to trim any trees which at any time may interfere with or threaten the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in case of fractional tracts. Said easements may also be used for future walking trails as approved and established by the POA.
10. No building or improvement of any kind will be placed or erected on any tract nearer than one hundred (100') feet to the front line or road right of way line nor nearer than twenty-five (25) feet to any side or rear tract line.
11. These covenants and restrictions will be binding upon the Purchaser, his successors, heirs and assigns. These covenants and restrictions are for the benefit of the entire subdivision hereinabove described.

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12. Invalidation of any one or more of these covenants and restrictions by judgment of any Court will in no way affect any of the other covenants, restrictions and provisions herein contained, which will remain in full force and effect.

Somerset Shores LLC

By:

Its:

*[Handwritten signature]*  
Agent

**ACKNOWLEDGMENT**

STATE OF TEXAS }

COUNTY OF San Jacinto }

This instrument was acknowledged before me on the 8<sup>th</sup> day of September, 2015, by Frank S. Nuchereno.

*[Handwritten signature]*  
Notary Public, State of Texas



After Recording, Return To:  
Somerset Shores LLC  
12770 Coit Road, Suite 970  
Dallas, TX 75251

Filed for Record in:  
San Jacinto County

On: Sep 24, 2015 at 02:39P

As a  
Recordings

Document Number: 20154986  
Amount 29.00

Receipt Number - 7465  
By,  
Kristina Perry

STATE OF TEXAS  
COUNTY OF SAN JACINTO  
I, Dawn Wright hereby certify that this  
instrument was filed in number sequence on the date  
and time hereon by me, and was duly recorded in the  
OFFICIAL PUBLIC RECORDS of San Jacinto County, Texas  
as stamped hereon by me on

Sep 24, 2015

Dawn Wright, County Clerk  
San Jacinto County, Texas