

STATE OF TEXAS

**DEED RESTRICTIONS FOR
LOST CREEK ESTATES SUBDIVISION**

COUNTY OF WOOD

GHEPG Development, INC., the developers of Lost Creek Estates Subdivision, does hereby impose the following restrictions upon the real property platted and recorded in the Plat recorded in Volume 9, Pages 229-230 of the Plat Records in the Office of the Wood County clerk of Wood County, Texas under the name of LOST CREEK ESTATES, a residential addition located in Wood County, Texas. Said restrictions, easement and charges shall be covenants to run with the land and shall be binding on all parties now or hereafter owning or having, by written contract or oral agreement, the use of lots in said subdivision. The Developer further stipulates and provides that any person, group of persons, or entity owning lots in said subdivision may enforce these restrictions and that beneficiaries of recorded easements may enforce said easements at law or in equity, against any person or persons violating or attempting to violate any of the below listed covenants, restrictions or person or persons violating or attempting to violate any of the below listed covenants, restrictions or easements.

1. All lots are for Family Residential Use Only. Use of property for commercial, industrial, retail, manufacturing, storage of equipment used in a commercial operation, or service for fee is prohibited. Two or more lots can be joined together for the purpose of establishing a single lot. For the purpose of these restrictions, the adjoined property will be treated in a single lot. A lot may be divided between two adjacent lots, in which case each lot and that added portion of the divided lot adjacent to in shall, for the purpose of these restrictions, assume the character of a single lot, and the division of lots must be approved by GHEPG Inc., its assignees and successors.
2. The Planning Committee will consist of two (2) persons appointed by GHEPG, Inc. its assignees and successors, and shall, prior to the commencement of any construction, in writing, approve formal blue prints of the exteriors of all new and/or modifications to existing residential buildings (including all attached or detached garages and carports), and all auxiliary or outbuildings. See below for additional restrictions on construction of residential and auxiliary or outbuildings.
3. Pets - Cats, dogs and other customary household pets may be kept providing they are not kept for commercial purposes. Each residence is limited to three (3) household pets; and such pets must be under the owner's control at all times and are not allowed to run free. Outdoor kennels must be neat in appearance, sanitary, free of offensive smell, and located in the rear of the residence and should not obstruct other lot owner's customary view of the lake. Dogs that chronically bark are prohibited. No livestock, poultry of any kind, or other animals other than customary household pets may be kept at any time.
4. Sanitary Facilities - All lots will be restricted to the use of Aerobic Systems. No outside toilets shall be installed or maintained on any lot. All plumbing shall be constructed and maintained in accordance with all federal, state, county and local government regulations, including the Sabine River Authority of Texas. All Aerobic systems shall be constructed and maintained by the lot owner so that no effluent shall ever drain or flow upon the ground surface or drain in such manner above or below the ground surface that will cause any degree of pollution of the channels of this Subdivision and/or Lake Fork Reservoir
5. No Temporary Structures - No mobile homes, house trailers, tents, shacks, auxiliary, outbuildings, or barns shall ever be erected and/or used as a temporary or permanent resident on any lot. No residential structure or any part of the property shall be occupied or used as a temporary or permanent residence until the exterior thereof is completely finished and all plumbing connected as required by these restrictions.

6. Lot Maintenance - Lot owners shall at all times keep weeds and grass thereon cut in a sanitary, healthful and attractive manner. All landscaping and lawn care shall be eye pleasing. The Planning Committee will take the necessary actions to maintain any lot not maintained by any lot owner. All such corrective actions will be at the owner expense.
7. Hunting and Firearms - All hunting and the discharge of firearms is prohibited in this subdivision; except for the elimination of snakes and other wild animals that present a real danger to humans. All such elimination must be in conformance with all Federal and Texas laws.
8. Garbage and Refuse - No lot shall be used as a dumping ground for rubbish. All trash shall be kept in sanitary containers and stored out of sight from the street. Lot owner shall arrange for the regular (not less than every other week) disposal of all garbage and refuse. Accumulation or storage of debris is prohibited. Materials incident to approved construction may be stored on lots during construction. Open burning is restricted to fire pits and there will be NO BURNING OF GARBAGE OR REFUSE.
9. Boat Ramp - The boat ramp is for the sole use of lot owners and their guests. There is no parking of vehicles, boats or trailers at any time, and overnight camping in the area is prohibited.
10. Boat houses, Piers, and Boat Slips shall be constructed in conformance with the regulations and policy of the Sabine River Authority of Texas applicable to Lake Fork Reservoir. Mooring of boats will be limited to areas contiguous to the owner's lot unless consent is obtained from the lot owner where such boat is to be moored.
11. No noxious, offensive, or illegal activities shall be permitted or carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or unsightly to the Subdivision.
12. Toxic or Chemical Contaminates - No toxins, dangerous chemicals or other dangerous or hazardous materials or compounds may be stored, maintained, or use on the premises except for those customarily used in or around residences. No lot owner shall contaminate or otherwise cause environmental hazard of any lot(s) and/or Lake Fork Reservoir.
13. Bridges and Culverts - Installation of any bridges or culverts by any lot owner shall be done in conformance with all federal, state, county, and local government regulations, and shall be done in such a manner as to not cause any problems to neighboring lot owner's.
14. Utility Easements - There is hereby expressly reserved and created by GHEPG Inc. and their assignees and successors, a fifteen (15) foot easement across the front of each lot as fully shown on the recorded Plat of the property. Any lot owner who places any improvements on this easement shall be responsible for removing such improvements to allow for the installation, repair or maintenance of said utilities.
15. Location of Utilities - All common community utilities serving subdivision residences shall be installed underground in accordance with all regulations and safety codes governing the installation of such utilities. The installation of security lighting shall be in a manner not to illuminate the road and to cause any unreasonable discomfort to neighboring lots.
16. Pond Owners - The six (6) lots surrounding the pond within the subdivision will own said pond and documented in the deeds. Said lot owners will not take or cause any action to be taken that will alter the water level, water quality, or pond contents without the written consent of all the pond owners. The pumping of water from said pond

for any purpose is prohibited.

17. Signs - No signs, billboards, or advertising devices of any kind shall be displayed to the public view on any lot, at any time, except for the following:

- a.) The number and size of customary residence for sale signs.
- b.) Contractors and material suppliers signs during construction and for up to 90 days after completion of construction.
- c.) Political campaign (issues and candidates) signs for a period no longer than 21 days prior to the election and 5 days after the election.

18. Antennas - Erection of antennas on any lot shall not exceed 30 feet for radio and 60 feet for television above the highest part of the roof of the residence built on the lot. Antennas are not permitted that send or receive signals that interfere with neighboring homeowners radio or television reception.

19. Unlicensed, non-operating Vehicles and Trailers - Storage of unlicensed, non-operating vehicles and trailers of any kind are prohibited. Trucks and tractor-trailers larger than one and a half (1 1/2) tons of carrying capacity may not be parked or permitted to remain upon any lot except during the delivery of residential construction materials and residential household furnishings.

20. Vehicle Parking - No vehicle of any type shall ever be parked, placed or permitted to remain upon any public right-of-way within the subdivision.

21. Motor Homes And Travel Trailer Restrictions:

- a.) Prior to Commencement of Construction of Residence - A lawfully licensed motor home or a travel trailer having self-contained eating, sleeping and restroom facilities may be placed on a lot and occupied for a period not to exceed five (5) days in any calendar month, and more than sixty (60) days in any calendar year. Motor homes and travel trailers may not be stored on any lot.
- b.) During Construction of Residence - A lawfully licensed motor home or a travel trailer having self-contained eating, sleeping and restroom facilities may be placed on owner's lot and used by the owner as a temporary residence during the construction of the owner's residence for a period of nine (9) months. This temporary period begins with the start of construction and ends with whichever comes first, completion of construction or the end of the nine (9) month period.
- c.) After Completion of Residence - A lawfully licensed motor home, travel trailer, or camper having self-contained eating, sleeping and restroom facilities may be stored on the owner's lot by the owner provided it is not used either temporarily or permanently as a residence and is always capable of immediate travel and movement upon public roads and highways of the state of Texas. Only one (1) such motor home, travel trailer, or camper is permitted per lot and it must be stored on the side of the residence and must be fifteen (15) feet or more from the side property line.
- d.) Guest After Completion of Residence - A lot owner may allow a guest with a lawfully licensed motor home, travel trailer, or camper having self-contained eating, sleeping and restroom facilities to park and live in said unit for a period not to exceed seven (7) days, and not to exceed more than three (3) such occurrences within any calendar year. Said unit must be parked on or next to the driveway and no closer than 100 feet to the road. Said unit should not at any time discharge any wastewater or any other waste materials upon said lot.

22. Residential Building Restrictions:

- a.) Building Lines - No residence or other permitted structure shall be located on any lot nearer than 100 feet from the front boundary line ("front boundary line" means a lot's frontage on the street), and nearer than 15 feet from both of the side boundary lines of said lot. Lots 1, 2, 3, 4, 9, 10, 15, 16, 17, 18, and 20 shall not be nearer than 35 feet from the front boundary line and nearer than 25 feet from both side boundary lines.
- b.) Minimum Residence Size - Single floor residence shall not be less than 1,800 square feet of heated and air cooled living space. The ground floor of multiple floor residences shall not be less than 1,500 square feet of heated and air cooled living area, with all upper floor levels not less than 500 square feet of heated and air cooled living area. Porches, stoops, carports, garages, terraces, and patios shall not be included in the count of heated and air

cooled living areas.

c.) Foundation Requirements - All residences shall be constructed on a foundation type of concrete slab or concrete pier and beam employing standard, usual and customary foundation construction techniques and practices.

d.) Exterior Walls - Exterior construction shall use and employ standard, usual and customary techniques and practices for both application and appearance. No tin or metal may be used as the exterior cover for residences or outbuildings. When wood is used for the exterior of the residence all wood surfaces shall be painted, stained, or preserved and may not be unfinished wood. Spray-on clear wood preservatives shall qualify as an exterior wood finish.

e.) Roofing Requirements - All roof elevations shall not be less than 4.0 pitch (meaning 4 inches of rafter rise for ever 12 inches of roof joist length). All roof covering shall be of shingles (wood, asphalt, fiberglass, slate, ect..) or metal if the metal roofing is of the painted manufactured metal roofing type. Wood shingles shall be fire retardant treated when installed and re-treated as suggested according to standards adopted for wood shingles by their manufacturer. Sheet metal and corrugated tin of a type used on barns and commercial buildings is prohibited.

f.) Required Garages or Carports - Each residence shall have an attached or unattached garage or unattached garage or carport suitable for parking two (2) standard size automobiles. Construction of the garage or carport will employ the same building techniques and materials as used in the residence. The roofs of unattached garages or carports must be gable or hip with no single sided roofs. The roofs of all garages and carports shall have a pitch of not less than 4.0 and the roof covering shall be identical to the residence. All gables must be enclosed.

g.) Materials Used in the Construction of Residence - Only new building materials may be used in the construction of any residence of other permitted structure. Prefabricated, modular or offsite construction (with the exception of prefabricated truss) of residence of any type built elsewhere for move-on to the property is prohibited.

h.) Driveway - All driveways shall be located no closer than 5 feet from the properties side boundary line and shall be constructed with concrete, asphalt, oiled topping or other similar materials. Temporary driveways are not required until commencement of construction and permanent driveway shall be completed within the time frame provided for residential construction.

i.) Exterior Lighting - Exterior safety lighting may be used but shall not be of such brightness or intensity to be intrusive or annoying to other lot owners.

j.) Fences - All fences must be within the boundary of the lot and shall not be higher than four (4) feet in the front of the residence or five (5) feet on the sides or back of the residence. A common fence agreement entered into in writing by adjoining lot owners will allow a fence on the boundary line of the two (2) lots. Fencing shall be constructed of new materials such as common lumber, chain link or steel piping. Installation of a swimming pool requires the installation of a fence with locking gates that meet local law and insurance requirements and shall not obstruct the neighbor's customary view of the lake.

k.) Construction Completion Time - Residential constructions start with the preparation of the ground for the foundation and shall be completed within nine (9) months from the date started. No partially completed residence or other permitted structures shall be allowed to remain on the lot beyond the nine (9) month completion time without the written approval of the Planning Committee.

l.) No out buildings or fence shall be constructed prior to the residence construction.

23. Auxiliary or Outbuildings - One auxiliary or outbuilding per lot is permitted and shall be located on the side or in back (in front only with Planning Committee approval) of the residence in such a location not to obstruct the neighbor's customary view of the lake. Said buildings shall be used for storage, hobby shop, or other non-prohibited purposes. At no time may an auxiliary or outbuilding be used for habitation purposes and construction of said building must be completed within 90 days from the start of its construction.

a.) The Planning Committee shall approve all new or modifications of auxiliary or outbuildings. Permitted buildings shall not exceed 660 square feet, the highest point of its roofline shall not exceed the residence roof elevation, and shall be constructed of the same materials as the residence or materials complimentary to the residence. Concrete or treated wood floors are required. Finishing out of the interior is not required, however, exteriors shall be finished in compliance with residential requirements. All corrugated or sheet metal sidings are prohibited.

b.) Green houses may have a dirt floor and glass sides and roofs. The Planning Committee shall approve construction of green houses.

24. Application of These Restrictions of SRA contiguous Property - These restrictions shall apply to all subdivision lots and any contiguous Sabine River Authority of Texas property for which a lease or limited use permit is issued to any lot owner.

25. Amendment of these Restrictions - These restrictions may be changed, modified, or amended by the written consent of 75 percent of the lot owners. Each lot is entitled to one (1) vote.

26. Enforcement of these Restrictions - The covenants, conditions, easements and restrictions herein set forth shall run with the land and be binding on Grantors, their successors and assigns and all parties claiming by, through or under Grantors shall be deemed to hold, agree and covenant with the covenants, conditions, easements and restrictions as to the use of said lot and the constructions and improvements thereon. Any violators of the provisions contained herein shall pay any and all attorneys' fees and court costs incurred in the enforcement of these provisions. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

27. V. T. C. A. , Texas Property Code Section 5.006, shall apply to any action for breach of the Restrictive Covenants.

Dated this _____ of September, 2000

GHEPG DEVELOPMENT INC.

By : _____
BEVERLY EPPARD

Its: President

STATE OF TEXAS

COUNTY OF WOOD

This instrument was acknowledged before me on the _____ of September, 2000 by BEVERLY EPPARD, President of GHEPG DEVELOPMENT INC., on behalf of said corporation and in the capacity stated.

NOTARY PUBLIC, STATE OF TEXAS