

THE STATE OF TEXAS \*  
\* EASEMENTS AND RESTRICTIONS AFFECTING  
\* PLANTATION COVE  
\* A SUBDIVISION IN CHAMBERS COUNTY, TEXAS  
COUNTY OF CHAMBERS \*

THIS DECLARATION, made on the date hereinafter set forth by Speer Properties, Inc., a Texas Corporation, hereinafter referred to as "Developer";

W I T N E S S E T H

WHEREAS, Developer is the owner of The Plantation Cove, a subdivision of 10 lots containing 12.736 acres of land out of a certain 560.430 acre tract of land, save and except a 116.804 acre tract, conveyed to Kevin Speer, Trustee, recorded in Volume 24, Page 629 of the Deed of Trust Records of Chambers County, Texas.

WHEREAS, the said Developer desires to make certain reservations and impress certain covenants, conditions, easements and restrictions on said tract of land as follows:

ARTICLE I

DEDICATION AND RESERVATIONS

NOW, THEREFORE, Developer does hereby subdivide and plat said land into lots as shown on the said map or plat "Plantation Cove", and does hereby dedicate all street, utility, drainage and other easements shown upon said map or plat to The Plantation Property Owner's Association, but expressly reserving to Developer, its successors and assigns, the following rights, title and easements which reservations shall be referred to and made a part hereof and constructed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or, on behalf of Developer conveying said property or any part thereof.

Section 1. Developer reserves the exclusive right to construct and maintain, or cause to be constructed and maintained, in, over, or upon, along and under the streets of Plantation Cove, and in the easements shown on the map or plat of the said subdivision, all pipes, conduits and appurtenances necessary and proper for the maintenance of a system of drainage, to serve the residents of the said subdivision in such connection, and in order to perform any and all functions of development that in the Developer's opinion is necessary to further or complete and maintain the development of Plantation Cove. Developer reserves the right to come upon and across any of said land at all reasonable times.

Section 2. Neither the Developer nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents employees or servants, to shrubbery, trees, or flowers, or other property situated on the land covered by said easements.

Section 3. It shall be expressly agreed and understood that the title conveyed by the Developer to any lot or parcel of land in Plantation Cove by contract, deed or other conveyances shall not in any event be held or construed to include the title to any of the instrumentalities constructed by Developer or any utility company along any of said streets or easements for the purpose of providing water, gas, storm sewer, electric power, telecommunications, or any other utility, to serve any portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or public service corporation, or to any other party is hereby expressly reserved by Developer. It is agreed and understood that no minerals, royalties, or other interests ( other than surface rights) shall be sold, and will be retained by developer.

## ARTICLE II

### EASEMENTS

Developer reserves certain right of way easements as shown on the heretofore mentioned plat for the purpose of constructing and maintaining roads and utilities of all types, including drainage. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which shall interfere with the installation and maintenance of such utilities, which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels. Such easement area within any lot shall be maintained continuously by owner of the lot , except for those improvements for which a public authority or utility company assumes responsibility.

## ARTICLE III

### CREATION OF PROPERTY OWNER'S ASSOCIATION MAINTENANCE ASSESSMENTS

Section 1. There does hereby exists a Plantation Property Owner's Association. Each and every lot owner in Plantation Cove Subdivision shall be a member of such Association, and shall be entitled to one vote for each lot owned.

Section 2. Said Property Owner's Association shall have the right to asses dues from each property owner for purposes such as road maintenance, and general upkeep of said subdivision. Such assessments and/or dues shall be in conformity with the bylaws set out for the Plantation Property Owner's Association.

Section 3. Such assessments shall be at all times at a uniform rate for all lots.

Section 4. All assessments shall be paid within thirty (30) days of a statement therefore issued by the Association. Any assessment not paid within said thirty (30) days shall bear interest from the due date at the rate of ten percent (10%) per annum, and if not paid when due, the Association may bring an action at law against the lot owner personally obligated to pay the same, or foreclose the lien against the property, as it may elect, and if the same is placed in the hands of an attorney for collection, by suit or otherwise, the Association shall be entitled to a reasonable attorney's fee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or prior mechanic's lien indebtedness.

## ARTICLE IV

### USE RESTRICTIONS

Section 1. All lots (excluding Reserve areas) shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any lot without prior written approval of Developer.

Section 2. On all lots in this subdivision, the residential structure shall have a minimum of 1,800 square feet of living area, exclusive of all garages, porches, and patios.

Section 3. The construction of any improvement on any lot must have prior written approval of Developer, submitted to Developer and reasonable plans depicting said improvements must be submitted to Developer prior to approval and must include, a site plan showing location of improvements, specifications of materials to be used, including, but not limited to, exterior elevations showing the amount of brick used, type of siding, pitch of roof rafters, weight of shingle used, full construction details, and any other construction specification that Developer deems necessary in order to assure that said improvement is homogenous to other improvements in subdivision.

Section 4. All Builders or Contractors used by property owner for construction of improvement must be approved by Developer prior to construction.

Section 5. Any property owner who may elect to contract their own residence must have prior approval of Developer and must show the ability and experience to accomplish the same.

Section 6. Not more than one family shall reside upon any said lot, with the exception that one (1) apartment can be attached to the garage, upon proper approval by Developer, for the purpose of housing servants or over night guests. This apartment shall not be used for rental purposes.

Section 7. No home may be constructed or placed upon any lot unless it has complete sanitary facilities, including, among others, a lavatory, toilet, wash basin, tub or shower, and kitchen sink, all with running water, and all such facilities must be connected to the lot owner's private waste treatment system in conformity with state and local health regulations. No outside toilets may be constructed on any lot. Owner must have Developer's written approval of type & location of sewer system prior to installation.

Section 8. No home shall be located on any lot so that the walls are closer than the building lines established and shown on the abovementioned plat.

Section 9. The construction of any improvements on any lot shall be completed within nine (9) months from the commencement of construction, unless an extension in such time is granted in writing by the Developer, and no structure shall be deemed to be completed until its exterior is painted and otherwise finished in a reasonable manner, and all waste material removed from site. All construction must have prior written consent of Developer prior to commencement of construction thereof.

The construction of a garage shall be permitted prior to the construction of a main residence. However, this construction must be completed within four (4) months, and all construction, including the main residence must be completed within nine (9) months, and construction shall not be deemed to be complete until said residence is ready for habitation. All construction shall conform with the standards established in the Southern Building Code.

Section 10. Reasonable plans depicting the proposed construction of a residential structure, and the placement of this structure on said lot shall be submitted to the Developer prior to the fact, so that the Developer may determine that such construction or placement is in conformity with this Declaration. All buildings shall be in harmony of external design with other residences within the subdivision. All buildings must contain a minimum of 50% brick or masonry material. All roofing material wear rated for twenty-five (25) years or more.

Section 11. No tent, camping trailer or other structure, lacking the required sanitary facilities, shall be used at any time as a residence. No manufactured home shall be placed on any lot for any length of time.

Section 12. No obnoxious, offensive, unlawful or immoral use shall be made of any lot. The discharge of firearms within said subdivision is strictly prohibited.

Section 13. No spirited, vinous, malt liquors, or medicated bitters capable of producing intoxication shall be sold or offered for sale on any lot.

Section 14. All fences on front of lots shall be decorative in nature. Chain link fences shall be placed no closer to the front of said lot than the front of the main residence. Barbed wire fencing shall not be permitted. All fencing must have prior approval by the Developer.

Section 15. All lots, whether occupied or not, shall be maintained in a reasonably presentable manner, and no trash, garbage or other waste shall be kept upon any lot except in sanitary containers. All lot owners shall be responsible for the mowing of their lot and the roadside ditch adjoining their lot. Grass shall be kept mowed to a height no higher than eight (8) inches.

Section 16. All driveway culverts shall have prior approval of Developer, and must be constructed of re-inforced concrete. All residences must be accompanied by a concrete driveway extending from said garage to adjoining street.

Section 17. No automobile or automobiles shall be maintained on any lot unless the same shall be currently registered and licensed. The commercial parking or garaging of vehicles of any type upon any lot shall be prohibited. All boats, travel trailers and vehicles of any type whatsoever shall be parked and maintained on any lot beyond the front of the main residence. No vehicles may be parked on any street.

Section 18. Building materials shall not be stored upon any lot unless owner is ready to commence construction.

Section 19. The general principle of waste shall apply with regard to all lots, so that the excavation of soil for removal to another site is prohibited, except in the case of digging or clearing for the purpose of constructing a swimming pool, and the cutting of trees is restricted to the reasonable clearing of land for the construction of improvements, to remove dead or unsightly trees, or for the thinning of trees to improve the growth of remaining trees, in keeping with sound conservation principles.

Section 20. All improvements placed upon any lot must be kept in a good state of repair, and must be painted when necessary to preserve the attractiveness thereof.

Section 21. No lot may be divided in any fashion except that any person owning more than one lot may combine said lots into one homesite for building purposes. However, two people can buy three lots and divide one at their expense.

Section 22. No animals will be allowed to roam free or be picketed within the subdivision.

Section 23. All animals are to be kept in a fenced area, large enough for the proper care of the said animals, behind the lot owners home. No animals shall be allowed except domestic and household pets.

Section 24. No animal of any kind will be allowed to be kept on any lot without the owner of said lot having prior residence on the lot at question.

Section 25. No For Sale signs, Builder's signs, garage sale, political, or any other type of sinage shall be allowed to be placed on any property, section, right-of-way, easement, or any other such location within The Plantation, other than those of Developer, without prior written consent of Developer.

Section 26. Developer reserves the right of first refusal on any resale of any lot or residence within said subdivision.

## ARTICLE V

### ENFORCEMENT

Section 1. In the event any lot, including landscaping or improvements, is not maintained and kept in the manner provided herein, Developer or the Association shall have the right, either themselves, or through any other persons, to furnish the labor and/or materials necessary to bring said lot or improvements up to the standard required by the provisions of this Declaration, in Developer's or the Association's sole judgment and discretion. In such event, the owner of any such lot shall pay to Developer or the Association an amount equal to all direct and indirect costs and expenses incurred by Developer or the Association in furnishing such labor and/or materials; and such amount shall constitute a lien on such lot or parcel, and shall be payable within thirty (30) days after the charge is incurred. Any such lien in favor of Developer or the Association shall be secondary and subordinate to any prior valid first mortgage lien or mechanic's or materialman's lien covering said lot.

Section 2. The Developer or the Association, or any owner of any other lot, shall have the right to enforce, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer or the Association, or by any lot owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VI

GENERAL

Section 1.           Invalidation of any one or more of the covenants or restrictions set out herein by the judgment of any court of competent jurisdiction shall in no wise affect any other provisions, all of which shall remain in full force and effect.

Section 2.           The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 2001, after which time they shall be automatically extended for successive periods of ten (10) years each, unless by duly recorded instrument signed by a majority of the property owner's, and Developer, it is agreed to change or modify said covenants, conditions, and restrictions in whole or in part.

EXECUTED this 3<sup>rd</sup> day of October, 1991.

SPEER PROPERTIES, INC.

By: [Signature]  
Its officer

THE STATE OF TEXAS    )(

COUNTY OF CHAMBERS    )(

Before me, the undersigned authority, on this day personally appeared Kevin Speer, an officer of Speer Properties, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 3<sup>rd</sup> day of OCTOBER, A. D., 1991.



[Signature]  
Notary Public in and for the  
State of Texas

My commission expires:

7/11/92