

THE STATE OF TEXAS X

COUNTY OF SAN JACINTO X

Know all men by these presents, that we, the undersigned, hereinafter referred to as Developers, being sole owners of the lands and premises described as follows:

CAMILLA COVES, Section One, a subdivision of part of a tract of land out of the Mathew Hubert Survey A-22 and the J. D. Martinez Survey A-30 in San Jacinto County, Texas, being more fully described in plat of said subdivision filed for record in Volume 120, page 21, of the Deed Records of San Jacinto County, Texas, have established, and by these presents do establish the following covenants on the improvement, use and sale of said property, which shall apply equally to all the lots in said subdivision as herein stated, except as hereinbelow provided, and are for the mutual protection and benefit of all future owners in said subdivision to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision.

RESERVATIONS

1. **EASEMENTS:** There shall be reserved the utility easements and drainage easements, as shown on said plat of said subdivision, and an easement over all streets for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structure and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-ways caused by trees, brush, fences, shrubs, or other obstructions which, in their opinion, may interfere with the installation or operation of their facilities. Such easements shall be for the general benefit of the subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane fifteen (15) feet above the ground upward, located adjacent to the said easements reserved hereby.

Developers reserve unto themselves, their heirs, administrators and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing all kinds and types of water lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances to service, furnish or supply this subdivision with water.

Developers reserve the right and privilege to make minor changes and additions for dedication of easements for the purpose of more efficiently and economically installing improvements.

2. **RESERVE AREAS:** There is reserved unto the Developers, their heirs, administrators and assigns for such use, residential and/or commercial as Developers may elect, the areas marked "Reserve" on the plat of said subdivision.

GENERAL PROVISIONS

1. **TERM:** These covenants, restrictions and/or provisions 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 date, after which time said covenants, restrictions and provisions shall be automatically extended for successive ten (10) year periods, unless an instrument signed and acknowledged by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part at the expiration of any such ten (10) year period.

It is understood and agreed that the easements granted herein are reserved as permanent easements for the purpose set forth in said paragraphs and are not subject to the time limit applicable to other restrictions.

2. **SEVERABILITY:** Restrictive covenants, and each part of any covenant, shall be held severable, in that the invalidation of any covenant or a part thereof by court judgment shall not apply to any other restrictive covenants, and said other provisions shall remain in full force and effect.

3. **ENFORCEMENT:** If the parties hereto, or any of them or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Developers, their heirs, administrators or assigns to enter and abate such violation without liability, or they, their heirs, administrators or assigns, and any other persons owning real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restriction, and either to prevent him or them from doing, or to cause to be removed such violation, or recover damages for such violation.

4. **LIENS:** Liens upon any lot, building site or tract of land in this subdivision given to secure payment of notes for purchase money advanced, or for improvements made or to be made, or for the extension or renewal of such indebtedness or notes, or any part thereof, shall not be invalidated or affected in any way by any violation of these covenants on the part of any person or party acquiring any such lot, building site or tract of land; such liens shall remain in full force and priority in the case of any court judgment against such owner of such lot, building site or tract of land; said premises shall remain subject to such liens; and no release of any restrictive covenants or any part thereof, shall be construed as against the original purchaser, his heirs, executors, administrators, assigns or successors, as the case may be; and sale under a foreclosure of such liens as hereinabove recited shall pass title to such premises subject to the restrictive covenants then in effect.

5. **ARCHITECTURAL CONTROL:** No construction shall be started nor a building be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, and complete plan of septic system showing relation to lot lines and water lines have been approved by the 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. In addition, no boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip rap shall be constructed, placed or excavated until plans and specifications have been approved by the architectural control committee. Approval shall be as provided in Part 7 hereof.

6. **ARCHITECTURAL CONTROL COMMITTEE:** The architectural control committee is composed of O. L. Clevenger, W. A. McElhannon, and W. H. Schweitzer. In the event of death or resignation of any member of the committee, the

remaining members shall have full authority to designate a successor. Neither the members of the committee, nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee shall have the powers and functions (but not by way of limitation) herein listed, but shall not have the sole obligation with respect to enforcement of restrictions;--such powers being:

- (a) Collect and expend, in the interest of Camilla Coves, Section One, the 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 addition by these restrictions.
- (d) Approve or reject plans and specifications for improvements to be erected in Camilla Coves, Section One.

7. **PROCEDURE:** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, the owner shall send notification to Camilla Coves Architecture Control Committee by registered mail in care of O. L. Clevenger, Box 3832, Baytown, Texas 77520, or to the committee's latest known address, notice that his or her plans and specifications have not been approved in such 30-day period. If another ten (10) days elapse without notification to the owner by the committee of approval or disapproval, approval will not be required, and the related covenants shall be deemed to have been satisfied.

RESTRICTIONS

1. **PURPOSE:** For the purpose of setting forth a substantially uniform plan of development, Developers of said Camilla Coves, Section One subdivision, do hereby covenant and provide that they, their heirs, administrators and assigns, and all parties holding title by, through and under them, shall hold such lands subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described, save and except for the areas marked "Reserve" which shall not be in any manner restricted hereby, and further provided that Developers may select a tract for location of water well and facilities:

2. **LAND USE:** No lot, building site or tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-dwelling house not to exceed one and one-half stories in height, a private garage for the family vehicles, storage facilities, and bathing, toilet, or dressing rooms for private pools. Height limitations shall not apply to split level designs. No business of any type, kind, or character, or apartment house, nor any occupation or business for commercial gain or profits shall be done or carried on on said residential area. All parts of said subdivision are hereby designated as a residential area, except as herein explicitly excluded. The Developers reserve for themselves and their designated agent or agents the right to use any lot or lots for a temporary office location.

3. **BUILDING SITES:** A building site consists of one lot, or one or more lots or parts of lots, or parts of two adjoining lots. Building sites made up of fractional parts of adjacent lots shall be no smaller in area and have no less footage than the larger of the two lots as shown on the official plat, if there be any difference between the size of the two lots involved. Under no circumstances shall a residence be built on less than one whole lot as dedicated on the official plat.

4. **BUILDING TYPE AND SIZE:** Unless specifically waived by the architectural control committee, the covered part of the dwelling proper, exclusive of open porches, carports, garages, and servants quarters will contain a minimum of 1,000 square feet. No building shall be moved from other premises into this subdivision and all buildings shall be constructed and erected on said premises.

5. **BUILDING LOCATION ON SITE:** For these purposes porches, stoops, bays and covered areas are considered a part of the building. No part of any building shall be closer than twenty (20) feet from the front property line nor closer than five (5) feet to side division lines of building sites. The residence shall be erected fronting on the street adjacent to the smallest frontage of said lot.

6. **SEQUENCE OF BUILDING:** No housing for garage, servant's quarters, or other service function of the dwelling establishment shall be erected or placed upon any building site until construction of the dwelling proper has been started and is actually underway.

7. **TEMPORARY STRUCTURES AND UTILITY BUILDINGS:** No residence or other building of "box" or "sheet metal" construction, nor any house trailer or mobile home shall be erected, placed, or permitted to remain on any lot in the subdivision, nor shall any structure of a temporary character be used at any time as a residence. Tents and campers may be used on a weekend basis for shelter provided that such tents and campers be promptly removed thereafter. A temporary structure used to house tools and/or materials used during actual construction is permissible provided that such structure may be placed on a lot not more than ten (10) days prior to commencing construction, and must be promptly removed when construction is completed or at any time requested by the Architectural Control Committee.

8. **CONSTRUCTION PERIOD:** 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 windows, doors, roof, paint and trim. If not "dried in" within six months after such residence is commenced, the owner of such structure is situated 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 said architecture control committee shall not be liable in trespass or otherwise, in entering upon and disassembling any such structure.

9. **WATER SUPPLY:** Water for this subdivision will be provided by distribution lines connected with a central water system and no water wells shall be made, bored, or drilled, nor any type or kind of private system installed or used, except that a private well may be drilled at the owner's option for sprinkler systems or similar non-drinkable use.

10. **SANITARY SEWERS:** No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage disposal

system if there is one in existence at such time to serve the subdivision, but if no central sewage disposal system is in existence at such time, then all toilets shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of such authority, provided however, that whenever a central sewage treatment plant and disposal system shall be established to serve this subdivision, whether publicly owned or privately owned or operated, then all of the tract owners and/or occupants to whom such sewage disposal service is available shall immediately subscribe to such service and shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefor at their expense, and from and after the time such sewage disposal service becomes available to any lot, no septic tank whether therefore or thereafter built or installed, shall be used in connection with any tract.

11. **WALLS AND FENCES:** Walls and fences, if any, shall be no higher than six feet above ground; shall be no closer to front street property lines than the front of the dwelling located on said lot and no closer than five feet to side street lines. Any erection of any wall, fence or other improvement on any easement shall be at the property owner's risk.

12. **NUISANCES:** No nuisance shall be maintained nor any noxious or offensive activity, including the discharge of firearms, carried on on any lot, building site or tract of land in this subdivision; nor shall anything be done thereon which may or might become a nuisance to the neighborhood.

13. **GARBAGE AND TRASH DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

14. **ONSTREET PARKING:** At all times those areas of street right-of-way between pavement and property lines shall be maintained from encumbrances by personal or private property, except for the routine parking of passenger vehicles in operable condition and in reasonably regular use. No boats or trailers may be parked on a regular basis in front of the setback line of any lot.

15. **SIGNS:** No signs or advertising displays or devices of any type or kind shall be in public view on any building site in this subdivision, except for builder's signs during the construction and sales period, and property sale signs not exceeding five (5) square feet in area.

16. **PETS POULTRY AND LIVESTOCK:** No animals of any kind, livestock, or poultry shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

17. **MINERAL DEVELOPMENT:** No oil well drilling, oil development operation or oil refining of any kind shall be permitted upon any lot, nor shall oil well, tanks or mineral excavations be permitted on any lot. No derrick or other structures designed for use in drilling for oil, or natural gas shall be erected, maintained or permitted upon any of said lots, provided, however, that this provision shall not prevent the leasing of the land above described or any portion thereof for oil gas and mineral purposes and the development of same, it being contemplated that said premises or portions thereof may be developed from adjacent lands by directional drilling operations.

18. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. **STREET OR PASSAGEWAYS:** No street or passageway shall be erected on, over, or through any lot or block (except driveways to a house located on such lot or block) except as shown on the map or plat of such subdivision.

20. **DRAINAGE:** Natural drainage of streets, lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting the flow. All culvert diameters shall be approved by the architectural control committee and no culvert shall be less than twelve (12) inches in diameter. The drainage of sewage into a road, street, ditch or any waterway whether directly or indirectly is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving this subdivision.

21. **MAINTENANCE OF LOTS:** The owner of a lot or lots in this subdivision will be required to keep said property free of undergrowth, weeds and grass from the date of purchase of said lot. This requirement is effective on unoccupied lots as well as occupied lots. For the purpose of this and all other covenants, a lot or lots purchased under contract for deed will be considered to be owned by the purchaser the same as if it had been deeded to said purchaser. The architectural control committee will have the authority to employ laborers to mow and clean any lot that is unkept and bill the owner of said lot for cost of work done plus ten (10%) percent service fee and fifty cents (\$.50) per month until owner repays amount expended. Funds used will be maintenance funds collected from lot owners and the ten (10%) percent service fee plus fifty cents (\$.50) as above set out will be paid into said funds along with the amount of cost charged lot owner, when paid by owner of the lot on which the work is done.

22. **ASSESSMENTS FOR MAINTENANCE:** Upon the sale or execution of contract for deed, the purchaser shall be liable for a maximum maintenance charge of twenty five (25) dollars per year for each lot, for the purpose of creating a fund to be known as "Camilla Coves Maintenance Fund," to be paid by the owner of each lot in conjunction with a like charge to be paid by the purchasers of other lots in Camilla Coves, the same to be secured by vendor's liens upon such lot, and a prorated portion of such sum for the remainder of the year shall be paid at the time of purchase of a lot and thereafter annually on or before the first of January to the Camilla Coves Architectural Control Committee hereinabove created, and said charge and lien are hereby assigned to such committee; such annual charge may be adjusted from year to year by said committee as the needs of the property may in its judgment require, but in no event shall such charge be raised above twenty-five (\$25) dollars per year unless agreed to by the owners of a majority of the lots. Funds arising from said charge shall be applied so far as is sufficient towards the payment of maintenance expenses or construction costs incurred for any or all of the following purposes: lighting, improving and maintaining the streets, employing of policemen and watchmen, caring for vacant lots, construction of clubhouse facilities, ramps, boat landings, boat basins, and other similar recreational facilities, and doing other things which, in the opinion of the committee, would be desirable in keeping the properties in neat and good order and which would be of general benefit to the owners and occupants of the subdivision. It being understood that the judgment of said

Committee in the expenditure of such funds shall be final so long as such judgment is exercised in good faith. All coveyances of such lots shall be subject to such maintenance charge and by acceptance of his deed or contract for deed, each purchaser consents and acknowledges that Developers shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from the maintenance funds. However, it is specifically stated that if one or more lots are sold to any purchaser by Developers on a contract for deed or deed with lien and note and purchaser defaults in payments and said lot must be repossessed by Developers; then, Developers will not be required to pay into the maintenance fund any delinquent or unpaid dues or penalties accrued against said lot or lots; however, this stipulation does not by any means relieve the purchaser in default, who failed to pay said maintenance fees and/or penalties, and from whom said lot was repossessed, of his personal liability to pay such delinquent dues and penalties, though such delinquency will not attach to property as a lien. The Developers are specifically excluded from the requirement to pay dues on any lot being held by Developers for sale or resale.

23. MULTI OWNERSHIP: Corporate or multi-ownership of any lot in this subdivision except husband and wife, will exclude all such owners from use of recreational facilities in this subdivision, except that such group of multi-owners or corporation may designate one person or husband and wife as having the privileges of use of facilities, and then the person or persons so designated will have all the rights and privileges of an individual or husband and wife ownership, including the privileges of guests using the community facilities subject to Rules and Regulations then in force.

24. WATER TAP FEE: Each lot owner shall be assessed a charge of \$125.00 as water tap fee when water shall be made available to his lot. A reasonable monthly charge for water use will be made when owner starts taking water.

25. EXCEPTIONS TO BUILDING SETBACK LINE: The architectural control committee may make exceptions to the 20-foot building setback line where such setback line coupled with lot topography makes building construction impractical in the opinion of the committee.

WITNESS OUR HANDS AT BAYTOWN, TEXAS, this _____ day of _____, A.D. 1970.

O. L. Clevenger

W. A. McElhannon

W. H. Schweitzer

THE STATE OF TEXAS X
COUNTY OF HARRIS X

Before me the undersigned authority, a Notary Public in and for said County, on this day personally appeared O. L. Clevenger, W. A. McElhannon and W. H. Schweitzer, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1970.

Notary Public in and for Harris County,
Texas