

5458

DECLARATION OF PROTECTIVE COVENANTS

STATE OF TEXAS

COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS, that GLENN O. REYNOLDS, and wife, DOROTHY E. REYNOLDS, DEBRA R. PRINCE and DEBRA R. PRINCE, Custodian for AMELIA L. PRINCE, being the owners of the following described real property in the County of Polk, State of Texas, to-wit:

All of that property known as GLEN COVE SUBDIVISION as shown on plat thereof recorded in Volume 10, Page 35 of the Map Records of Polk County, Texas (consisting of lots 27, 28 and 29 of LAKEWOOD SUBDIVISION as shown on plat thereof recorded in Plat Book Volume 8 at Page 23 of the Public Records of Polk County, Texas and the 8.286-acre Tract "A" of the THOMAS A. BURRIS SURVEY, A-10) (1.51 acres of Tract "A" designated as Commercial Reserve are specifically excepted from these Covenants)

referred to herein as the "Property", makes the following declaration of protective covenants covering the above-described real property, and specifies that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned.

The objective of these protective covenants is to prevent inharmonious land uses, to enhance land values and protect the investment of the purchasers of lots within the Property. These covenants, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the Property (excepting only portions thereof dedicated for boat access channel, road, utility and drainage easements) and shall be as follows, to-wit:

1. As used in these protective covenants, the word "lot" shall mean any numbered lot shown on the recorded plat of GLEN COVE and shall include more than one such lot when contiguous lots are vested in one ownership and used as one residential building site. These protective covenants shall not be construed to prevent the use of portions of the above described property as easements for roads, streets, boat access channels, drainage or utility purposes and shall not be construed to apply to any portion of the above described property which is shown upon the above described plat as being appropriated for such uses.

2. All lots in GLEN COVE are subject to flowage easements to the Trinity River Authority which permit said Authority to inundate portions of each lot 7 through 16. The maximum extent to which said lots may be inundated by virtue of said easements is indicated on the plat by the broken line identified "TRA Flowage Easement Line". Portions of these lots located between that line and Lake Livingston are inundated at most times, the extent of such inundation varying, depending upon the interaction of wind, water and the water level of the lake. Due to the fluctuating water level of the lake, the actual shoreline of the lake is not constant. The accepted method of stabilizing the shoreline of the lake is by bulkheading. Piers or bulkheads shall not be constructed channelward of the bulkhead lines shown on the GLEN COVE SUBDIVISION plat recorded in Volume 10, Page 35 of the Map Records of Polk County, Texas, unless approved

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pursuant to item (6) of paragraph 7 of these covenants. Otherwise, installation of bulkheading is regulated by the Trinity River Authority, which exercises authority over the land lying below the TRA Flowage Easement Line. The Authority regulates location of bulkheads and determines when and where a bulkhead will be permitted. A permit must be obtained from the Trinity River Authority before bulkheads can be installed.

3. No lot shall be used except for single family residential purpose or purposes incidental thereto. No structures shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling, together with a garage and such other outbuilding (including a boathouse) as may be used for the purposes incident to single family residential usage.

4. No primary resident or its garage shall be located closer than seventy-five (75) feet on lots 4, 5 and 6 nor closer than fifty (50) feet on lots 1, 2 and 3 to the right-of-way line of farm to market road 3277, nor closer than fifteen (15) feet to any side lot line. No buildings shall be constructed closer than fifteen (15) feet to any easement line, except for boathouses over boat slips; nor shall any buildings be constructed on lots 7 through 16 between the bulkhead lines and Bldg Lines shown on the GLEN COVE SUBDIVISION plat recorded in Volume 10, Page 35 of the Map Records of Polk County, Texas, except boathouses over boat slips. However, as an exception to the stipulation that no buildings shall be constructed within fifteen (15) feet of any easement line, the owners of lots 9 and 10 may construct buildings no closer than ten (10) feet to the lines of the drainage easement common to their lots. The height of boathouses shall not extend above Elevation 144.0' M.S.L. Any improvements placed within the boundary of the Trinity River Authority flowage easement must comply with all the requirements of the Trinity River Authority.

5. No lot shall be used in whole or in part for any commercial purposes. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All burning or other disposal of waste material must be in compliance with State of Texas and County of Polk regulations.

6. No lot may be resubdivided or used for more than one residential building site. This provision shall not be construed to prevent the combination of two or more lots into one residential site. If two or more lots are combined to form one residential building site, these restrictions shall be otherwise applied as if it were one lot. No trailer, mobile home, double-wide mobile home, modular home, expandable mobile home, with or without permanent foundation, may be erected or placed upon any lot, except that travel trailers, boats and trailers, or recreation vehicles may be parked upon the lot so long as these are no closer than seventy-five (75) feet from the right-of-way lines of farm to market road 3277, and so long as these are not used temporarily or permanently as a residence and are parked between the front and rear building lines designated in these covenants or within fifteen (15) feet any side lot line. (As an exception, if a lot owner elects to construct his own principal residence structure, a construction trailer may be utilized and occupied solely for construction activities therewith by family personnel only. Appropriate sanitary and sewage disposal facilities shall be provided and shall comply with Trinity



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River Authority, Polk County and Texas State Department of Health specifications, regulations and requirements. The trailer shall not be kept on the premises beyond the period the residence becomes habitable and in no case shall exceed one year. The siting of the trailer on the lot shall be in accordance with these covenants governing the location of other structures and/or similar vehicles.)

7. No principal residence structure shall be permitted upon lots 7 through 16, the habitable floor area of which, exclusive of basements other than walk-out basements that are utilized as and are an actual part of the living area, porches, and garage, is less than 1,800 square feet, nor less than 1,600 square feet on lots 1 through 6. All residential buildings constructed on any lot: (1) must be built in place upon permanent foundations, (2) must be built according to plans and specifications which meet the minimal requirements of all applicable building codes for residential construction in Polk County, Texas, (3) must be of sturdy, permanent construction, built of materials customarily used in residential construction in Polk County, Texas, (4) must have exterior design and appearance usually acceptable in residential areas of Polk County, Texas, (5) must, within reasonable limits, have harmony of external design with other structures within the locality, and (6) be approved by a majority of the owners of lots within GLEN COVE (each numbered lot constitutes one vote). All structures must be constructed and maintained so as to have a clean and presentable appearance and be in accordance with these protective covenants. The construction of any building on any lot shall be completed within a reasonable time after it is begun and in all events shall be completed within one year from the date on which such construction is undertaken.

8. No lot within the Property shall be used for residential purposes prior to installation of toilet and bathroom facilities and sanitary and sewage conveniences required for normal residential use. Until such time as sewers may be available (as that term is defined by the regulations of the Texas Department of Health), all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks constructed according to standard Texas State Department of Health specifications and any requirements of the Trinity River Authority. When and after sewers are available, then all such toilets, bathrooms and sanitary conveniences thereafter installed shall be connected to such sewer systems.

9. No animals or fowls may be kept for any commercial purposes. No more than six (6) house pets, including dogs, may be kept upon the premises, so long as they are not kept or housed in such conditions as to constitute an annoyance or nuisance to the neighborhood, and provided that all house pets, including dogs which are housed outside of the principal residence, must be housed in adequate enclosures which are maintained in a presentable and slightly condition. No cattle, poultry, swine, horses, goats, or similar animals may be kept upon the premises.

10. That portion of lots 4, 5 and 6 within seventy-five (75) feet and lots 1, 2 and 3 within fifty (50) feet of farm to market road 3277 shall be used only as a yard or garden. The remainder of the lot may be used for other personal uses of the occupants of the lot so long as such other uses conform to the applicable requirements contained in these protective covenants.

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11. All parts of all lots shall be maintained in a sanitary and neat condition, free from rubbish, junk, trash, debris, unused or unusable tools, vehicles and equipment or other unsightly or unsanitary material. Grass and weeds shall be kept mowed. All tools and equipment shall be stored or housed in a storage building provided therefor. No advertising signs (except one "For Rent" or "For Sale" sign no larger than customary per lot and signs used by Glenn O. Reynolds, his successors, assigns, or agents, to advertise the Property during the sales period), billboards or other unsightly objects shall be erected, placed or permitted to remain on any of said lots; nor shall any lot be used in any way for any purposes which may endanger the health of or unreasonably disturb the owner or occupant of any lot.

12. Glenn O. Reynolds, and his assigns, retains ownership to all drainage easements shown on the plat of GLEN COVE along with the right of ingress and egress thereto. No improvements, structures, dirt or other material may be placed thereon that would in any way tend to restrict or interfere with the free flow of water into or through, or inhibit access for maintenance of, drainage easements, drainage ditches, or drainage structures placed thereon by the developer or by Polk County, its successors or assigns. By way of clarification, and not by way of addition or limitation, the term "improvement" or "structure" shall include fences of all descriptions. The owners of lots 11 and 12 shall not restrict the natural drainage across said lots so as to impound water on any adjacent lots or easements, other than that which may accumulate during heavy rainfall run-off.

13. All activities and improvements within the flowage easement of the Trinity River Authority, including dredging, filling, docks, bulkheads, or any other structures or improvements, must comply with the requirements of the Trinity River Authority, the Corps of Engineers, Polk county, the State of Texas or any other agency having jurisdiction within such flowage easement.

14. 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 ten (10) years from the date these covenants are recorded, after which time they will continue to run with the land and shall be binding on all parties and all persons claiming under them until revoked by an instrument signed by a majority of the then owners of the residential lots within the property and recorded in the Public Records of Polk County, Texas.

15. Enforcement shall be by action of law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain the violation thereof or to recover damages for such violation. The party bringing the action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law, and in the event that he is the prevailing party, such sums as the court may adjudge to be reasonable for the services of his attorney.

16. Invalidation of any one of these covenants by judgment or court order in no way shall affect any of the other provisions, which shall remain in full force and effect, nor shall failure to enforce any of the restrictions or limitations contained herein be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation thereof.

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IN WITNESS WHEREOF, the undersigned has caused this  
Declaration of Protective Covenants to be executed this  
1<sup>st</sup> day of April, 1992.

Glenn O. Reynolds  
GLENN O. REYNOLDS

Dorothy E. Reynolds  
DOROTHY E. REYNOLDS

Debra R. Prince  
DEBRA R. PRINCE

for Debra R. Prince, Custodian  
Amelia L. Prince  
DEBRA R. PRINCE, Custodian  
for AMELIA L. PRINCE

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THE STATE OF TEXAS

COUNTY OF POLK

Before me Evelyn Rogers, A Notary Public in and for said County and State, on this day personally appeared Glenn O. Reynolds, Dorothy E. Reynolds, Debra R. Prince, and Debra R. Prince, Custodian for Amelia L. Prince, known to me (or proved on the oath of \_\_\_\_\_) 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 considerations therein expressed.

Given under my hand and seal of office this 1st day of April, A.D., 1992.



Evelyn Rogers  
NOTARY PUBLIC

Return to:  
Glenn O. Reynolds  
3130 Heron Dr.  
Galveston, TX. 77551

STATE OF TEXAS }  
COUNTY OF POLK }  
I, MARTHA JOHNSON, hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records in volume and page of the named RECORDS of Polk County, Texas as stamped hereon by me on

JUN 29 1992



Martha Johnson  
COUNTY CLERK  
POLK COUNTY, TEXAS

FILED FOR RECORD

92 JUN 29 PM 1:25

Martha Johnson  
COUNTY CLERK  
POLK COUNTY, TEXAS