

SECTION II

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SAN JACINTO

THAT WE, the undersigned, being sole Owners of the lands and premises described as follows:

HIDDEN COVES Subdivision, a subdivision of 11.968 acres out of the John Foster Survey A-120 in San Jacinto County, Texas, being more particularly described by the map or plat of Section Two of said subdivision filed for record in Volume 130, Page 624, of the Plat Records of San Jacinto County, Texas, (hereinafter referred to as "Subdivision")

have established and by these presents do establish the following restrictions, on the improvement, use and sale of said property, which shall apply equally to all the lots in said subdivision as herein stated, 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 until June 1st, 2000 A.D., whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided, to-wit:

RESERVATIONS

1. 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 structures 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 anyone or all of the owners or operators of such utilities, to remove any or all obstructions on said easement rights-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference 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 ten (10') feet wide from a plane fifteen (15') feet above the ground upward, located adjacent to the said easements reserved hereby and all easements shown on the plat for underground electric facilities.

2. Owners 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 of 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.

3. There is reserved unto Owners, their heirs, administrators and assigns, and unto the owners of residential tracts and mobile home sites in said subdivision all areas designated as "Community Center" on the plat of said subdivision as community ownership for swimming, tennis, and other community type activities. The swimming pool and tennis court areas shall be under the supervision of the

Architectural Committee hereinafter and constituted which said Committee for purposes of beautification and conformity shall approve any structures or improvements in the same manner as provided for residential tracts. The Architectural Committee shall be entitled to use all necessary and reasonable means in avoiding the use of said property, residential, commercial, or recreational areas by the public at large, and thereby restrict the use thereof and in the furtherance thereof such use shall remain subject to supervision of the Architectural Committee herein. Reserves constituting the Community Center area and as reflected by the aforesaid plat, shall be for the sole and exclusive use of lot owners in this section and all future sections of said Subdivision.

RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owners of the said Section Two of said Hidden Coves 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 land 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 the Community Center area which shall not be in any manner restricted hereby unless specifically referred to.

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until June 1st, 2000, A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument agreed upon by a majority of the then owners of the tract has been recorded, agreeing to change said covenants in whole or in part.

2. 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 Owners, 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 any 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 restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed or trust, or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

4. The Architectural Committee, composed of members of the subdivision, shall be appointed by the duly elected president of the Board of Directors of said Subdivision. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location. Within thirty days after said plans and specifications have been received by the Architectural Committee and in the event said committee fails to approve or disapprove such plans within such time, such approval will not be required and this covenant shall be deemed to have been in compliance. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to these covenants.

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Property owners wishing to notify the Board of restriction violations should forward all complaints, in writing to the Architectural Committee for review. Based on such review, the Committee shall make recommendations to the Board of Directors. With Board approval, written notice will be sent to owners who are in violation of the Restrictions. Owners will be given 60 days to comply with the Board's findings.

5. The Architectural Committee shall have the same authority over the Community Center area and no structure or improvement shall be placed thereon except as a community project and upon approval of the Committee.

6. No garage, carport or storage building shall be erected or mobile home placed on said property that has not been approved by the Architectural Committee composed of members of the subdivision as appointed by the duly elected president of the Board of Directors of said Subdivision. No mobile home shall be placed nearer than 15 feet of front roadway, and all outbuildings must not be less than 40 feet from said roadway and shall not be nearer than 5 feet to either side or back lot lines. All building exteriors must be completed within four months after foundations are poured. Buildings must be constructed of first class materials and possess the same exterior appearance as the mobile home. No mobile home shall be less than 12 feet wide by 40 feet long.

7. All mobile homes will have skirts (shrub, lattice, screens, etc.) on all sides of home. No rubbish, brush, junk or old cars, or anything shall be stored, or left standing on any tract.

8. No building shall be erected, placed or altered on any building tract in this subdivision until the plans, specifications and plat plans showing the location of such building has been approved in writing by the Architectural Committee as to conformity and harmony of external design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation.

9. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the mobile homes 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, Trinity River Authority, 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 connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore 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.

10. The drainage of sewage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited.

11. Should a property owner elect to rent or lease their property on a short or long term basis, the property owner remains responsible for the tenants in regards to adherence to the restrictions as stated in this document.

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12. No tract other than the areas marked "Community Center" and Reserve shown on the plat of said subdivision filed for record, and/or additional tracts owned by Hidden Coves Home Owners Association shall be used except for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and all other commercial uses and all such uses of said property are hereby expressly prohibited.

13. If the parties hereto, or any of the future owners of this subdivision, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, then any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person or persons from doing so by prohibitive or mandatory injunction to recover damages for such violations.

14. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed or trust, or other lien acquired and held in good faith against said property of any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

15. Signs displayed on residential tracts to the public shall not exceed 30" X 16".

16. Use of tents, campers, motorhomes, and camper trailers for vacation purposes in Section Two is permissible providing that said vehicles are parked in the area for a period no longer than 2 weeks without being removed and not left without the owner in attendance at any time. Violating units will be removed and stored at the owners expense.

17. No animals, livestock, exotic pets, or poultry of any kind shall be raised, bred or kept on any residential tract, except dogs, cats, or other household pets provided they are not kept, bred, or maintained for commercial purposes.

18. No fence shall be erected, or maintained on any lakefront tract within 30' of the waterline at 131' elevation.

19. No mobile home or building with an unfinished wood exterior (excluding cedar, redwood, or cypress) will be erected on any tract unless same shall, at time of construction, receive at least one coat of paint, stain, or other protective coating.

20. No boat or boat trailer may be permanently stored on the street.

21. Boats or boat trailers shall not be permanently stored on vacant lots.

22. No boat docks, piers, boat houses, slips, pilings or rip-rap shall be constructed, placed or excavated until plans and specifications shall be approved in writing by the Architectural Committee and Trinity River Authority.

23. A maintenance charge of \$90.00 per year for each lot shall be charged to property owners for the purpose of creating a fund to be known as "Hidden Coves Maintenance Fund". The annual charge may be adjusted from year to year by the Board of Directors of the Association as needed, but in no event shall such increase exceed the cost of living index by more than 4%, unless agreed upon by a majority of the lot owners. The maintenance funds collected shall be applied to the maintenance, upkeep, and improvements of the subdivision as directed by said Board. The fund is to be secured by Vendor's lien upon each lot.

Interest will be charged on delinquent accounts at the highest rate allowed by law.

24. Should any of the above mentioned Restrictions prove to be invalid or unconstitutional, it shall not invalidate all the Restrictions as the remaining Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, HIDDEN COVE PROPERTY OWNERS ASSOCIATION has caused these presents to be executed, all thereunto duly authorized, on the 10th day of ~~January~~, 1989.

HIDDEN COVE PROPERTY OWNERS ASSOCIATION

By J. E. Jordan
J. E. Jordan
President

ATTEST:

Susan M. Pettit
Secretary

THE STATE OF TEXAS §
§
COUNTY OF SAN JACINTO §

ss.

BEFORE ME, the undersigned authority, on this day personally appeared James E. Jordan, President of the Hidden Cove Property Owners Association 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 and in the capacity therein stated.

GIVEN under my hand and seal of office this 10th day of February, 1989.

James E. Jordan
Notary Public in and for
the State of Texas

My commission expires:

8/3/92

FILED FOR
RECORD

89 FEB 10 AM 11:21

CLERK
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

J E Jordan
Return

STATE OF TEXAS
COUNTY OF SAN JACINTO
I, LOIS COOKSEY, hereby certify that this instrument was FILED
in file number sequence on the date and at the time stamped
hereon by me; and was duly RECORDED, in the official public
records of San Jacinto County, Texas as stamped hereon by me on

FEB 10 1989



Lois Cooksey
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS