

TEJAS SHORES

2252

THE STATE OF TEXAS
COUNTY OF HOUSTON

Know all men by these presents, that TEJAS ENTERPRISES, (referred herein to as developer) with principal place of business in Crockett, Houston County, Texas, and with offices in Houston, Harris County, Texas, acting herein by and through its offices, is the owner of that certain real property in Houston County, Texas, known as TEJAS SHORES Subdivision, Section No. One (1), a residential subdivision, as shown on plat filed for record in the office of the County Clerk of Houston County, Texas, in Volume 1, Page 177, to which reference is made for a more particular description of the said real property.

Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the lots in Section One (1) of TEJAS SHORES Subdivision, for the benefit of the present and future owners of said lots, and for the protection of the property values in the subdivision; and to that purpose, Developer hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, limitations, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in Section One (1) of the said Subdivision and each Contract or Deed which may be hereafter executed, with regard to any of the lots in Section One (1) of said Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said Contract or Deed):

RESTRICTIONS, COVENANTS AND CONDITIONS

- LAND USE:**
- 1a. No lot shall be used except for single family residence purposes.
 - 1b. Homes in TEJAS SHORES, Section One (1) may be rented or leased, but to other single families only.
 - 1c. Lots shall not be used for business purposes of any kind, nor for any commercial, manufacturing or apartment house purposes, nor shall any Civic, Fraternal, Church, Company, Association, Corporation or Social Group use any Lot abutting or within TEJAS SHORES, Section One (1), as passage to and from said Lake.
- STRUCTURES:**
- 2a. No building, structure, trailer house, mobile home, out building, improvement, fence or facility shall be erected, placed, altered or permitted to remain upon any lot in Section One (1) of said Subdivision until the plans and specifications have the approval of the undersigned developers, their representatives, or successors.
 - 2b. No building shall be erected with exterior siding of galvanized tin, tar paper, or other like temporary material. All construction must meet compliance with these restrictions on quality of workmanship and materials. They must harmonize in external design with existing structures and as to location with respect to topography and finish grade elevation.
 - 2c. No mobile home may be placed on any lake front lot in Section One (1). Mobile homes may be placed on the interior lots located within Section One (1).
 - 2d. The floor area of all residences, exclusive of open porches and garages, shall be not less than 800 square feet on lots abutting Houston County Lake, and 600 square feet on the interior lots in Section One (1) TEJAS SHORES. The design, materials and workmanship in all buildings shall be in conformity with standards in common use by architects and builders of quality homes.
 - 2e. No building shall be located on any residential lot nearer than 30 feet to the front lot line or 30 feet from the water lot line. No building shall be located nearer than five (5) feet to an interior lot line or 20 feet to a cornerside lot line.
 - 2f. Any trailer house or mobile home placed upon any lot within said Subdivision, Section One (1), shall be enclosed or skirted in the area between the floor level and the ground, with a suitable and attractive material in such a manner as to hide from view and enclose such area.
 - 2g. Any residence, once commenced, must be "dried in" within six months after start of construction. By 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 same hereby gives the Developer the right and authority to enter upon the property upon which 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 undersigned Developer, shall not be liable in trespass or otherwise, in entering upon and disassembling any such structure.
 - 2h. No tent, shack, camper, garage, barn or other out building or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent, nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot. A camp trailer and/or tent may be used by the owner, only, for not more than 2 week intervals, not to exceed a period of six months, while lot owners home is under construction.
 - 2i. The owners and/or occupants of lot or lots in this Subdivision shall in no event use any lot for storage of material and equipment except for normal residential construction requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in this Subdivision in observing the above requirements, or any of them, undersigned Developer may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, and remove or cause to be removed, such garbage, trash, rubbish, salvage, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this Subdivision, to pay such statement immediately upon receipt thereof.
 - 2j. No obstructions to vision shall be placed upon lots at street or road intersections. Any obstruction located within the area of such lot encompassed by the lot lines abutting such street or road and a line extending from a point twenty (20) feet from such corner on the other abutting line shall be and is hereby stated to be an obstruction to vision if it is over four feet in height.
- EASEMENTS:** Lots are purchased subject to easements established or to be established by grant or agreement between Owner and the utility companies furnishing the electric, gas, phone and water utilities.
- NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done hereon which may be or may become an annoyance or a nuisance to the neighborhood.

- ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats may be kept, provided they are not kept, bred, or maintained for commercial purposes, but for the use and pleasure of the owners of such lots only.
- SEWERAGE:** Whenever a residence is established on any lot, it shall be provided with an inside toilet, and shall be connected immediately with a septic tank, at the expense of the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of the Houston County Water Control and Improvement District No. 1, Houston County, Texas. The drainage of septic tanks into a road, street, alley, or other public ditch, or Houston County Lake, either directly or indirectly, is strictly prohibited.
- DRAINAGE:** Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water and shall be not less than 12 inches diameter pipe culvert, if culvert is needed.
- SIGNS:** No signs, advertisement, billboard, or advertising structure of any kind, except a "For Sale" sign, may be erected or maintained on any residential lot without the consent in writing of the undersigned Developer. Developers shall have the right to remove any such sign, advertisement, or billboard, or structure, which is placed on any residential lot without such consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.
- PARKING BOATS:** No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the road than the building set-back lines.
- PARKING CARS:** The parking of automotive vehicles on road shoulders for a period longer than twelve (12) hours is prohibited.
- REPAIR:** All residences, docks, and other buildings must be kept in good repair, and painted or kept stained as needed.
- FIREARMS:** The use or discharge of firearms in the Subdivision is expressly prohibited.
- LOT AREA:** No residential lot in TEJAS SHORES Section One (1) as platted shall be resubdivided in any manner, except as follows:
Any person or persons owning two or more adjoining lots in Section One (1) may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements on each such resulting building site, provided that such subdivision or consolidation is approved by the Developer first. The undersigned Developers hereby reserve unto themselves, their successors and assigns, the right to rearrange any unsold lots, to enlarge, to reduce and/or to change the size and/or shape of any such lots and to change the number or numerical order thereof.
- GARBAGE & TRASH DISPOSAL:** The burning of trash is restricted to burning in a barrel or incinerator designed for that purpose. This is to protect the development against the spread of fire.
- PARK AND BASIN AREA:**
1. The Park and Basin Area shall be used by the owners of lots in TEJAS SHORES Section One (1), and any other sections of said Subdivision created by the undersigned Developers. This reserved area shall be used as a community and recreational area for the benefit of all owners in TEJAS SHORES Subdivision, and for the benefit of the Subdivision except the boat house expressly owned by the undersigned Developers.
 2. Only the owners and/or occupants of lots in TEJAS SHORES, together with their guests, shall be permitted to have the use of the Park and Basin Area and the general public is specifically excluded therefrom, and the maintenance and use thereof shall be under the exclusive control and supervision of the TEJAS SHORES Tribal Council.
- TEJAS SHORES TRIBAL COUNCIL:**
1. There is hereby created the TEJAS SHORES Tribal Council which shall be composed initially of three council members, these members being the undersigned Developers and one lot or acreage owner. One member shall be elected Chief for a term of one year, the term of office running from July 4 to July 3 each year. Vacancies in the council, at any time, shall be filled by a council vote of the remaining members.
 2. TEJAS SHORES Tribal Council shall be the representative of all the property owners in TEJAS SHORES Subdivision in assisting in preservation of property values; and the council 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 TEJAS SHORES Subdivision, the Maintenance Fund created in this instrument.
 - b. Enforce these covenants and restrictions by appropriate proceedings.
 - c. Enforce any lien imposed on any lot, lots or acreage in TEJAS SHORES Subdivision by these restrictions.
 - d. The TEJAS SHORES Tribal Council is hereby given express power, right, and authority to pledge, hypothecate, collaterally assign or otherwise mortgage any moneys paid or to be paid into the maintenance fund in connection with the financing of any construction, or in repayment thereof to the developing corporation or any lending agency or institution.
- TEJAS SHORES MAINTENANCE FUND:** The following provision, whether incorporated in each deed or not, shall be applicable to all residential lots in TEJAS SHORES Subdivision Section One (1).
"The property herein conveyed is hereby subjected to an annual maintenance charge at the rate of \$24.00 for each lot per year, for the purpose of creating a fund to be known as "TEJAS SHORES MAINTENANCE FUND" to be paid by the owner of this lot in conjunction with a like charge to be paid by the owners of other lots in TEJAS SHORES, Section One (1), the same to be secured by a Vendors Lien upon said lots, and payable annually on the first day of January of each year in advance and payable starting the following month after closing (prorated) and annually to TEJAS SHORES Tribal Council, at its then Chief's address, as you will be so notified, and said charge and lien are hereby assigned to such committee." "Such annual charge may be adjusted from year to year by said Tribal Council as the needs of the property may, in its judgment, require but in no event shall such charge be raised above \$24.00 per year, unless raised by a majority vote of the lot owners in TEJAS SHORES Subdivision."

"Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses or construction costs incurred for any or all of the of the following purposes: lighting, improving and maintaining the roads, parks, or swimming area, ramps, boat landings, boat house, rest rooms, dressing rooms and other similar recreational facilities; and doing any other thing necessary or desirable in the opinion of said Tribal Council to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the Subdivision, it being understood that the judgment of said Tribal Council in the expenditure of said fund shall be final so long as such judgment is exercised in good faith."

When, as, and if other sections of TEJAS SHORES Subdivision are developed and a maintenance charge collected from the lots or acreages therein, the same as the foregoing, then the Maintenance Fund, composed of charges collected from the several owners of the several sections, shall be expended for the purposes above enumerated in all of the sections of TEJAS SHORES Subdivision paying such maintenance charge to such Tribal Council. Such maintenance charge shall in any event extend for a period of twenty years, and shall be extended automatically for successive periods of ten (10) years, unless the then owners of a majority of the lots in said Subdivision paying such charge vote to discontinue such charge, such action to be evidenced by written instrument signed and acknowledged by a majority of the owners in said Subdivision as evidenced by instruments of record in the Deed Records of Houston County, Texas.

Purchaser agrees and consents to, and joins in, such maintenance charge by the acceptance of this contract, with the understanding that Developers have no obligations to install lighting, or to furnish maintenance or to do any other thing described herein other than from maintenance funds.

It is specifically provided that any lien for improvements placed upon TEJAS SHORES Subdivision or any part thereof by the Developers, their successors, assigns or nominees, shall be a first and prior lien, and that these restrictions (notwithstanding anything to the contrary contained herein) shall be inferior to and subordinate to such lien which shall take the property free and clear of these restrictions, covenants and conditions contained herein.

It is further understood that as soon as all of the lots or acreages in TEJAS SHORES Subdivision are sold, or sooner at the discretion of the Developers, but in no event longer than five (5) years from the date hereof, that the full control and responsibility of administering and collecting Maintenance Fund money will be up to the then lot owners or acreage owners of TEJAS SHORES Subdivision. The original owners and developers will turn over all improvements to the TEJAS SHORES Tribal Council to run as they see fit from that day forward.

WATER CONTROL & IMPROVEMENT DISTRICT:

All uses of the land within said Subdivision shall comply with all of the rules and regulations of the Houston County Water Control and Improvement District No. 1, applying to Houston County Lake, whether they are now in force or become effective thereafter, and such compliance is a requirement of these restrictive covenants and failure to so comply shall be deemed a violation of these restrictions.

TERMINATION:

These covenants are to run with the land, and shall be binding on all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded with the County Clerk of Houston County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them.

ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or proposed violation, or to recover damages. Such enforcement may be by the owner of any lot in said Subdivision.

INVALIDITY:

Invalidation of any one of these covenants by judgment, or court order, or otherwise, shall in no way effect any other covenants, restrictions, or conditions, but all such other covenants, restrictions, or conditions shall continue and remain in full force and effect.

HEADINGS:

All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the restrictions, covenants, or conditions herein contained.

In formulating conditions, covenants, restrictions, and warranties as hereinabove set out, it is the intention of Owner herein that this instrument, taken with the original conditions, covenants, restrictions and warranties, where not in conflict herewith, and the maps and plats heretofore referred to, and the approval hereof by the Commissioner's Court of Houston County, Texas, as reflected by certified copy thereof in writing appearing of record in Volume _____, Page _____ of the Deed Records of Houston County, Texas, shall be the complete dedication for the use of the Owner within said dedicated Subdivisions, and any additions or extensions thereof, and shall bind all said parties, their heirs or assigns, for the time and in the manner as hereinabove provided.

WITNESS our hands this 4th day of May, 1972.

TEJAS ENTERPRISES

BY:

W. E. Murray
(V. E. MURRAY)

Robert A. Ehlers
(ROBERT A. EHLERS)

DEVELOPERS



Filed for Record on the 22 day of May, A.D., 1972, at 10:40 o'clock A.M.

Duly Recorded this the 26 day of May, A.D., 1972, at 9:00 o'clock A.M.

Instrument No. 2252

John C. Smith, County Clerk
Houston County, Texas

By Mary Gorman Deputy