

RESTRICTIONS FOR SHELTER COVE - SECTION FIVE

(Except lots numbered twenty-three through forty-two, block two and lots numbered one and two, block four.)

THE STATE OF TEXAS : 5928

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF POLK :

THAT WHEREAS, SOUTHWESTERN SAVINGS ASSOCIATION, a Texas Corporation (herein referred to as "Developer"), is the owner of all that certain real property in Polk County, Texas, known as SHELTER COVE Section Five (sometimes referred to herein jointly as "the Subdivision"), according to the map or plat of SHELTER COVE filed for record in the Office of the County Clerk of Polk County, Texas, on August 13, 1973 and recorded in Volume 6, Page 3, of the Map Records of Polk County, Texas, to which plat and the record thereof reference is here made for full and particular description of said real property; and

WHEREAS, Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the lots, (save and except those listed above) in said Section for the benefit of the present and future owners of said lots and for the protection of property values in the Subdivision:

NOW, THEREFORE, in consideration of the premises, Developer does hereby adopt and impress upon the premises aforesaid the following declarations, reservations, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in said Section including the roads, avenues, streets and waterways therein; and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following provision, regardless of whether or not the same are set out in full or by reference in any contract or deed:

(1) Use. None of the lots or improvements thereon shall be used for anything other than single-family, private residential purposes, except that Developer may maintain a sales office and sales agents on the property. During or after, but not before, the construction of a residence, there may also be constructed a garage, servants' quarters or a guest's quarters, so long as the same are used in conjunction with such single-family, private residence. Developer shall have the right to acquire additional property to enlarge Shelter Cove Subdivision, and also by recorded instrument make other lots in this Section subject to these restrictions, in which case owners as described above shall also be subject to all of the rights, benefits and duties of other owners in said Subdivision.

(2) Lot Area. No lot shall be re-subdivided without the specific approval of the Developer, and only one single family residence may be erected, placed or permitted to remain on any lot.

(3) Architectural Control. To aid in the assurance that improvements to be constructed in this Subdivision add to the general quality and that the structure shall blend harmoniously with other improvements in the Subdivision, no residence or

other structure, additions, alterations or improvements shall be constructed, completed or thereafter maintained upon the premises unless and until the Developer shall have first approved in writing detailed architectural plans and specifications of such proposed structure, addition or alteration. Such plans must be submitted in duplicate to Developer and in addition to floor plans and elevations with specifications shall include the outside design with color scheme and a plot plan showing the location on the building site with respect to the perimeter of the lot and topography of the ground. In the event the Developer disapproves of any such plans, specifications, or plot plans, notice of such disapproval shall be by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice must set forth in general the elements disapproved, and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Developer in this respect, in the exercise of its discretion, shall be final and conclusive. If said Developer fails to approve or disapprove said plans, specifications and plot plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved.

(4) Structures:

- (a) No dwelling shall be erected or permitted to remain on any lot unless the dwelling has a floor area of at least 1000 square feet of living area (when measured to exterior walls), exclusive of attached garages, carports or porches.
- (b) No structure shall be used or occupied until the exterior thereof, as approved pursuant to paragraph (3) above, is finished and water and sanitary sewerage disposal facilities (complying with 16 below) are completely installed and operable.
- (c) No dwelling shall be located on any lot nearer the street than the building line shown on the recorded plat, nor nearer than ten (10) feet to any side street lot line, nor nearer than five (5) feet to any interior lot line except that:
 - (i) If one structure is constructed on a homesite consisting of more than one lot, the combined area shall (for this purpose) be considered as one lot.
 - (ii) The set-back lines may be relaxed by decision of the Developer if the above prescribed distances are not feasible, considering the terrain and topography of the lot.
- (d) No trailer, mobile home, tent, shack, garage, barn or other outbuilding or structure of a temporary character shall, at any time, ever be attached to the property or be used as a residence, temporarily or permanently; nor shall any structure ever be moved into or permitted to remain on any lot, except during construction of permanent structures. No trucks or equipment used for construction purposes may be parked or stored on a residential lot or the street adjoining it except during actual construction of a residence on that lot. No structure is to be erected on a foundation of exposed creosoted poles or elevated above normal foundation heights.
- (e) Once construction on an approved structure has commenced, it shall, with reasonable diligence, continue and shall be completed within six (6) months thereafter (unless prevented by war, strikes, or acts of God) as to its exterior, and all temporary structures shall be removed.
- (f) No fence, wall or hedge shall be built nearer to any street than the building set-back line indicated on plat of this Subdivision filed in the County Clerk's Office of Polk County, Texas.

(g) If a central television cable system is available to the Subdivision, such system is to be used exclusively and in such event, no aerial antenna or similar structure shall project above the uppermost roof line of the residential structure on any lot. (Exclusive of Chimney).

(5) Signs. No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any residential lot without the consent in writing of the Developer. Developer or his agents 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.

(6) Nuisances. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood. Motor bikes will not be permitted if by reason of noise or manner of use they are considered by Developer to be a nuisance. Drying of clothes in public view is prohibited, (except on lines erected for the purpose to the rear of the residence).

(7) Firearms. The use or discharge of firearms is expressly prohibited within the Subdivision.

(8) Garbage Trash Disposal. No lot shall be used as a dumping ground for garbage, trash, or rubbish. Trash, garbage, and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such material must be kept in a clean, sanitary and slightly condition. During the construction of improvements, no trash shall be burned on any lot except in safe incinerators, and unless same is so burned shall be removed by the lot owner to a location designated by the Developer.

(9) Storage of Materials. No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.

(10) Animals. No horses, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind and number) may be kept on any lot. Should such pets become a nuisance in the opinion of the Developer, they must be removed from the premises and the Subdivision.

(11) Drainage Structures. Drainage structures under private driveways shall always have a net drainage opening of sufficient size to permit the free flow of water without backwater. At the time (or before) a residence is begun, the owner must also construct a driveway at least twelve feet in width, from the front property line to connect to the street.

(12) Unsightly Storage. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street. No unsightly boats, trucks or vehicles shall be stored (or kept for the purpose of repair) on any lots or drives. Mail box location is subject to architectural control.

(13) Off-Street Parking. Both prior to or after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-the-street parking for his, and his guests' vehicles, including trailers.

(14) Assessments. There is hereby levied an annual assessment of \$25.00 against each "lot" in the Subdivision. For the purpose of this paragraph (14), the term "lot" shall be deemed to refer to any residential unit comprising not more than two of the lots as shown on the recorded plat of Shelter Cove Subdivision. Such assessment charge shall be paid by the owner of each lot annually, in advance, on or before the first day of July of the year following date of purchase of said lot(s), and annually, on July 1st of each subsequent year.

All amounts payable by virtue of such assessments shall be used to create a fund for the operation and maintenance of the recreational facilities, for the enforcement of the restrictions set forth in this instrument, for street maintenance (until such maintenance is provided by the county or other governmental unit), and to otherwise promote the betterment, beautification, and security of the Subdivision, all as the Developer may from time to time determine. o

All matters relating to the assessment, collection, expenditure and administration of the fund shall be determined by Developer and the Developer may, at its sole discretion, at any time and from time to time, exempt any lot in the Subdivision from the payment of such assessment. The amount of said assessment may be changed by the Developer to cover cost of services as described herein. Delinquent assessments shall bear interest after 90 days at the maximum permitted by law and if collected through any court, such court costs and attorney fees as set by the court shall be added to said assessment. In the event and at such time as the Developer may hereafter determine to establish a non-profit corporation or association, the Developer reserves the right to transfer and assign unto such non-profit corporation or association all of its rights and powers with respect to the collection, assessment, expenditure and administration of the fund established by the assessments provided for above. At such time as the Developer may determine to transfer and assign any or all of its rights and responsibilities with respect to the assessments to a non-profit corporation or association, it shall do so by written declaration filed for record with the Office of the County Clerk of Polk County, Texas. Developer may also likewise assign the responsibility for enforcement of the architectural control provisions set forth in paragraph (2) hereof and for the enforcement of all restrictions set forth herein to such non-profit corporation or association, in which event such non-profit corporation or association shall have all the rights, responsibilities, powers, and authorities of the Developer with respect thereto.

(15) Cleaning Lots. All purchasers of lots, their heirs and assigns, agree to keep the property purchased mowed and cleaned and if this is not done, the Developer may, without notice and without any liability for any type of damages, clean the lot and mow the grass and weeds and charge the purchasers or other subsequent owners of the property the cost of mowing and cleaning their said lots not to exceed \$5.00 per month per lot.

(16) Sewerage. No outside toilets will be permitted. No installation of any kind for disposal of sewage shall be allowed which would result in raw or untreated sewage being carried into the waters of Lake Livingston. All lots must be connected to the central treatment plant before residence is occupied.

(17) Easements. Perpetual easements are reserved over and across the lots and streets in the subdivision for the purpose of installing, repairing and maintaining, or conveying to proper parties so that they may install, repair, and maintain electric power, water, sewerage, gas, telephone and similar utility facilities and services for all the lots and properties in the Subdivision. All easements shown on the recorded plat of the Subdivision are adopted as part of these restrictions. In instances in which surrounding terrain may necessitate the location of lines outside the precise areas designated as easement areas, access may be had at all reasonable times thereto, for maintenance, repair and replacement purposes, without the lot owner being entitled to any compensation or redress by reason of the fact that such maintenance, repair or replacement work has proceeded. There is also reserved and dedicated hereby for the use of the Developer and any public or private utility company an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above easements as shown on the map or plat of the Subdivision. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Subdivision as herein defined and any other land owned or acquired by Developer in the vicinity hereof, and shall also inure to the benefit of and may be used by any public or private utility company entering into and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights to such utility companies. Title to all such utility facilities as described herein are retained by the respective utility companies. All lots affected are subject to "flowage easement" as required by the Trinity River Authority. Plans for construction of any kind within this easement must be approved by the Trinity River Authority before work begins.

(18) Oil, Gas, Mineral and Water Development. No interest in the oil, gas or other minerals in, or under the property will be conveyed by Developer, all interest in the same being expressly reserved by Developer.

(19) Covenants Running With the Lands. All of the restrictions, covenants and easements herein provided for and adopted apply to each and every lot in the Subdivision, and shall be covenants running with the land. Developer, its successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided herein, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The owner of any lot or lots in the Subdivision affected shall likewise have the right either to prevent a breach of any such restriction of covenant or to enforce the performance thereof and receive damages from the offender.

(20) Partial Invalidity. Invalidation of any covenant or restriction (by court judgement or otherwise) shall not affect, in any way, the validity of all other covenants, restrictions, reservations and conditions, all of which shall remain in full force and effect. Acquiescence, regardless of time involved, in any violation shall not be deemed a waiver of the rights to enforce against the violator or others the conditions and covenants so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected, and to recover the cost or damages thereof.

(21) Special Assessments. In the event of the damage, destruction or other failure of a bulkhead or pier abutting any lot in such a manner as to adversely affect any other lot in the Subdivision, and the owner fails to repair such bulkhead or pier, then the Developer shall have the right, but not the obligation, to repair such bulkhead or pier and to assess the owner of the lot for all costs and expenses incurred in connection therewith. In the event of such assessment, any cost so expended by the Developer shall be due and payable, on demand, by the owner of the property so affected, to the Developer.

(22) Lien to Secure Assessments. In order to secure the payment of the assessments provided for in paragraph (14) hereof a vendor's lien shall be and is hereby expressly reserved in the deed from the Developer to the purchaser of each lot or portion thereof in the Subdivision, which lien may be enforceable by appropriate judicial proceedings by the Developer. Such vendor's lien shall apply to all lots in the Subdivision regardless whether same shall be expressly referred to in the original deed from the Developer covering any such lot or in any deed hereafter granted by any subsequent owner thereof. Such vendor's lien shall be automatically second and subordinate only to the lien or liens of any bona fide lender which after lends money to the owner of any lot for the purchase of such property or the construction of improvements on such property. However, the Developer shall have the right, in its sole discretion, to subordinate such vendor's lien to any other lien which the owner of any lot may hereafter from time to time desire to place against such lot. However, it is expressly agreed that the foreclosure of any prior lien against any lot shall extinguish only the amount of any accrued and unpaid assessments against such lot as of the date of such foreclosure, and shall not terminate the liability of the owner of such lot for payment of assessment which shall accrue subsequent to the date of such foreclosure, and the vendor's lien provided for herein shall continue to secure any such assessments which shall accrue subsequent to the date of any foreclosure of a prior lien. In the event Developer transfers the right to collect the assessments, as provided for in paragraph (14) hereof, to a non-profit corporation or association, Developer shall likewise have the right to transfer and assign its right to all vendor's liens securing payment thereof to such non-profit corporation or association.

In the event the Developer shall assess the owner of any lot for work performed on its behalf by the Developer pursuant to paragraph (21) hereof, the obligation of such lot owner to pay such assessments shall likewise be secured by lien against the property affected thereby, which lien shall be and become in existence at the time the Developer completes the necessary repair or maintenance project, and shall be evidenced by affidavit executed on behalf of the Developer and filed for record with the County Clerk of Polk County, Texas. The Developer shall have the same rights and powers with respect to such lien as it has with respect to the vendor's lien securing the general assessment against all lots in the Subdivision, as set forth in the immediately preceding paragraph.

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RESTRICTIONS

FOR LOTS 23 THROUGH 42, BLOCK 2

SHELTER COVE SECTION FIVE

THE STATE OF TEXAS	I	KNOW ALL MEN
COUNTY OF POLK	I	BY THESE PRESENTS

THAT WHEREAS, SHELTER COVE PROPERTY OWNERS ASSOCIATION, Assignee from UNITED SAVINGS ASSOCIATION of TEXAS by an instrument duly recorded in Volume 429, Page 169, et seq of the Deed Records of Polk County, Texas, (hereinafter referred to as "Developer") has adopted and impressed upon a certain real property described as the Shelter Cove Subdivision, Section Five, (hereinafter referred to as the "Subdivision"), said subdivision depicted upon a plat thereof duly recorded in Volume 6, Page 3, of the Plat Records of Polk County, Texas (to which plat and recordings, reference is hereby made for all descriptive purposes) certain restrictive covenants, which covenants are recorded in Volume 283, Page 133 et seq of the Deed Records of Polk County, Texas (herein sometimes referred to as the "Restrictions"), a copy of which is attached hereto in Exhibit "A" and made a part hereof for all intents and purposes; and

WHEREAS, under the above mentioned Restrictions, Lots Twenty-three (23) through Forty-two (42) in Block Two (2) in Section Five (5) were not included in the Restrictions; and

WHEREAS, the Developer desires to create and carry out a uniform plan for the improvement, development and sale of Lots Twenty-three (23) through Forty-two (42), in Block Two (2) in said Section Five for the benefit of the present and future owners and for the protection of property values in the subdivision;

WHEREAS, Developer according to Paragraph (1) of the Restrictions has the authority to impress upon other Lot or Lots in the Subdivision the Restrictions above mentioned by recorded instrument:

NOW, THEREFORE, in consideration of the premises, Developer does hereby adopt and impress upon Lots Twenty-three (23 through Forty-two (42), in Block Two (2) of the Shelter Cove Section Five the Restrictions, duly recorded in Volume 283, Page 183, et seq of the Deed Records of Polk County, Texas, a copy

of which is attached hereto as Exhibit "A: and made a part hereof for all intent and purposes, together with all the declarations, covenants, conditions and easements state thereon; and each contract or deed which may be hereafter executed with regard to any of the Lots Twenty-three (23) through Forty-two (42) shall conclusively be held to have been executed, delivered and accepted subject to these provisions attached in Exhibit "A", regardless of whether or not the same are set out in full or by reference in any contract or deed.

EXECUTED this 17th day of SEPTEMBER, 1983.

SHELTER COVE PROPERTY OWNERS ASSOCIATION
BY: Bob Barton
BOB BARTON, PRESIDENT

ATTEST:

L. D. Eshelman
L. D. Eshelman - Director

STATE OF TEXAS I
COUNTY OF POLK I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BOB BARTON, PRESIDENT of SHELTER COVE PROPERTY OWNERS ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said SHELTER COVE PROPERTY OWNERS ASSOCIATION, and that he executed the same as the act of such for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of September, 1983.

Barbara A. Farris
NOTARY PUBLIC FOR THE STATE OF TEXAS
Barbara A. Farris
Commission expires 4/22/85

