

**WATER RIDGE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**STATE OF TEXAS}
COUNTY OF HENDERSON}**

WHEREAS, Michael A. Aubuchon and Connie J. Aubuchon, hereinafter called the Declarant, is the owner of all that certain real property located in Henderson County, Texas, and being all of Tracts one (1) through seven (7), of Water Ridge, a subdivision in Henderson County, recorded in Cabinet _____ and Slide _____ through _____ in the records of Henderson County.

WHEREAS, the Declarant will convey the above described property subject to certain protective covenants, conditions, and restrictions as hereinafter set forth;

NOW THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which covenants, conditions, and restrictions shall inure to the benefit of each owner thereof.

**ARTICLE ONE
DEFINITIONS**

- 1.01 "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the above described property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.02 "Declarant" shall refer to Michael A. Aubuchon and Connie J. Aubuchon, its successors and assigns.
- 1.03 "Tract" shall refer to any of the plots of land in Water Ridge, shown upon the plat and subdivision map recorded in Cabinet _____, and Slide _____, Official Public Records of Henderson County, Texas.

**ARTICLE TWO
APPROVAL OF PLANS**

No building, fence, wall, culvert, driveway, enclosure or other structure shall be commenced, erected, materially altered, or maintained upon the Property, nor shall any exterior addition to, or change or alteration therein, be made, until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to, and **approved in writing** by, the Declarant as to harmony of external design and location in relation to surrounding structures and topography and finish grade elevation, among other things. However, approval by the Declarant shall not be unreasonably withheld. At any time after sixty percent (60%) of property has sold Declarant may turn approval of plans over to property owners.

Failure of Committee to Act

In the event that any plans and specifications are submitted to the Declarant as provided herein, and Declarant shall fail either to approve or reject such plans and specifications for a period of Thirty (30) days following such submissions, approval by the Declarant shall not be required, and full compliance with this Article shall be deemed to have been had, provided that all covenants, conditions and restrictions had been met.

**ARTICLE THREE
EXTERIOR MAINTENANCE**

In the event an Owner of any Tract shall fail to maintain the premises and the improvements situated thereon in a clean, sanitary, neat, and orderly manner, the Declarant shall have the right, through its agents and employees, to enter upon said Tract and to clean, repair, maintain, and restore the Tract and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner. However, prior to entering said Tract the Declarant shall provide thirty (30) days written notice of the needed repair or restoration. In the event that Declarant is required to pay for repair or restoration of Owner's tract, Owner shall reimburse Declarant within thirty (30) days written notice of the amount due and owing ("expense"). If the expense is not paid within (30) days after the date, the expense shall bear interest from the date of delinquency at the rate of fourteen percent (14%) per annum, and the Declarant may bring an action at law against the

Owner personally obligated to pay the same, or for foreclosure of the lien against the Tract and interest of the responsible Owner, such action to also include costs and reasonable attorney's fees. No Owner shall otherwise escape liability for the expenses provided for herein by non-use of the Property or abandonment of his Tract. All written notices will be addressed to current owner's address as it appears on the Henderson County tax rolls.

ARTICLE FOUR USE RESTRICTIONS

Temporary Residences

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no used structure of any sort shall be moved onto any lot. Only a pier and/or boathouse may be constructed on any lot prior to the main residence building. The exterior of any improvement shall be completed within twelve months from the beginning of construction of such improvement, but no improvements are required to be commenced at any particular time

Type of Buildings Permitted

All tracts shall be used for residential purposes only. No used housing, building, mobile homes, modular homes (new or used), or any other structure will be permitted on any lots in Water Ridge subdivision. Workshops, detached garages and necessary shelters for pets will be permitted, but must be constructed with same architecture designs as single-family residences.

Garages

Every dwelling on a Tract shall have either an attached or detached garage with the capacity to hold at least two (2) automobiles. Said garage, may open in any direction. Basement or wine cellars are permitted but will not count as heated area in regards to minimum living area.

Landscaping

Within 90 days of completion of the dwelling front and side yards must be in sod or covered in grass.

Minimum Floor Area and Exterior Walls for Residential Homes

Any single story residence constructed on tracts must have a living area of not less than 1700 square feet. Exclusive of open or screened porches, terraces, patios, driveways and garages. Any residence two (2) stories in height must have a living area of not less than 1900 square feet, heated area, exclusive of open or screened porches, terraces, patios, driveways and garages. No carport will be permitted. All residences must be site built on a concrete slab, no pier or perimeter beam foundation will be accepted. However a basement foundation may be substituted for a concrete slab. The exterior walls of any residence situated on any tract shall consist of not less than sixty percent (60%) brick, stone, or other similar construction: provided however that all construction shall be of materials designed and manufactured for external use for on site built residence structures of average or better quality. All non-masonry exterior construction (if any) on any residence or other buildings must be approved by the Declarant. Log homes will be excluded from the sixty percent (60%) masonry exterior; all other specifications will be sustained. No aluminum or vinyl siding is allowed on any exterior walls. Except on cornice and gables, which must be contained to forty percent (40%) maximum. All houses must have at least an eight (8) twelve (12) pitch roof or more.

Noxious or Offensive Activities Prohibited

No illegal, noxious, or offensive activity shall be carried out upon the real property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Water Runoff

Nothing shall be erected, placed, maintained, done or permitted to remain on any Tract which interferes with surface runoff in such manner as to cause such water runoff to be diverted across any other Tract or which causes flooding or erosion to any other Tract or to any street or ditch.

Waste Materials

All lots shall be kept clean and free of trash, rubbish, garbage, debris or other unsightly objects and materials at all times. All trash, garbage and other waste shall be disposed of in a sanitary

manner and all containers or other equipment for the storage or disposal of garbage and trash shall be kept covered, and in a clean sanitary condition inside garages, behind decorative fencing or otherwise hidden from view from the street.

Rubbish, Trash and Garbage

The property shall not be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers or composed or buried in a sanitary manner. No trash burning will be permitted on any tract of land.

Sanitary Facilities

All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines. Minimum requirements for the construction of septic tanks and lateral lines for permanent residential improvements are set forth by the Upper Neches River Municipal Water Authority. Mailing address: P.O. Box 1965, Palestine, TX, 75802. All lots have been preapproved for class two (2) conventional septic systems. Prepared by a registered professional sanitarian, whose development Plan has been placed on file with the upper Neches River Municipal Water Authority. No outside or surface toilet shall be permitted under any circumstances.

Pollution

All springs, creeks, ponds, stock tanks, ditches, and gullies, and any water on the property shall be kept free of trash, rubbish, garbage, waste, effluent from sewage disposal systems or other waste disposal systems, and all other forms of pollution.

Construction Completion

The Declarant must complete exterior and interior construction of all structures within twelve (12) months from the date of written approval of plans.

Fencing

No barbed wire, hog wire, chain link, chicken wire, goat wire, or similar type fence shall be erected on Tract. All fencing shall be of a decorative nature, such as wood, polymer, masonry or decorative iron and must maintain a height of no more than six (6) feet, and must not encroach in the upper Neches River Municipal Water Authority's 155 sea level elevation, all fencing must be approved in writing by Declarant.

Clothes Drying Facilities

Outside clothes lines or other facilities for drying clothes or airing clothes shall not be erected, placed or maintained on any Tract unless they are concealed in such a manner so as not to be visible from streets or from access roads.

Manufacturing and Commercial Activity

No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on or in front of any Tract nor shall such property in any way be used for other than strictly residential purposes. This restriction shall not be construed as preventing the practice, by a person actually residing on a Tract, of architecture, accountancy, engineering, computer programming, counseling, individualized teaching or tutoring, general or specialized consulting, or of similar or analogous professions or skills; provided, however, that no sales of goods of any kind shall be permitted to be made on any Tract except sales which are only occasional and which are merely incidental to the residential or other permitted use of the Property (a non-commercial garage sale, for example) and, further provided, that not more than one non-resident employee may be employed on any Tract at any one time; and, further provided, that nothing herein shall prohibit an artist or craftsman actually residing on a Tract from producing art or craft objects which are removed from the Property before the sale.

Animals

No livestock, livestock feed lot, hog or pig farm, slaughter or packinghouse, poultry house, or dog kennel shall be erected, operated, or maintained on the property for any purpose. Nothing herein shall prevent the raising of household pets for personal use. However, it is strictly forbidden to breed, house, or raise any animals for commercial purposes.

- A. No lions, tigers, panthers, bears, or similar animals may be raised, bred, kept or maintained on any Tract.
- B. No animals of any kind shall be raised, bred, kept, or maintained on any Tract in such manner as to cause a safety or health risk or hazard to humans or other animals, livestock, or poultry or in such a manner as to cause a noise, odor or other nuisance.

Prohibited Use and Items

No house trailers, modular homes, mobile homes, doublewide homes, or similar manufactured residence structure, shall be erected, parked, or otherwise situated on any land tract for any reason. No used structure, building or residence shall be moved on any Tract for any reason at any time.

No wrecked, junked, broken down, or inoperative automobile, truck, bus, motorcycle, or other motor vehicle, boat, or trailer, or any part thereof, shall be placed or be permitted to remain on or in front of any Tract so as to be visible from any street or highway or from any adjacent Tract or the lake.

Setbacks

No building shall be located on any of the Tracts nearer to the front lot line than twenty (20) feet. However, minor variations of the minimum setback line shall be permitted to allow for preservation and utilization of existing trees or views. No building shall be located nearer than seven (7) feet to an interior Tract line. No dwelling shall be located on any of the interior Tracts nearer than twenty (20) feet to the rear Tract line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Tract to encroach upon any other Tract, provided, however that this provision shall not apply to interior Tract boundary lines between contiguous Tracts having a common owner.

Easements

Each owner covenants to provide and hereby grants easements and rights-of-way for existing utility lines and roadways, whether of record or not; easements and rights-of-ways shown on the plat of Water Ridge subdivision, Henderson County; other easements and rights-of-ways, if any, shown in the records of the County Clerk of Henderson County, Texas; and easements for installation and maintenance of utilities and drainage facilities.

Propane Tanks

An Owner may place one propane tank on each Tract, but the propane tank must not exceed a maximum of 500 gallons and the propane tank must be underground, not to interfere with surface use.

ARTICLE FIVE GENERAL PROVISIONS

The Declarant, any Owner, any association of Owners, and any person owning all or any part of all that certain real property described herein shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Declarant, Declarant's successors in title to any property which is contiguous to the property above describes, and Owner, or any association of Owners, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended at any time by an instrument signed by the Owner or Owners of not less than eighty percent (80%) of the total owners comprising the property. During any succeeding ten (10) year period, the covenants, conditions,

and restrictions of this declaration may be amended during the last year of any such ten (10) year period by an instrument signed by the Owner or Owners of not less than sixty-six and two third percent (66 2/3%) of the total Owners comprising the property. No amendment shall be effective until recorded in the Real Property Records of Henderson County, Texas, nor until the approval of any governmental entity or regulatory body, which is required by law, shall have been obtained.

Effective as of the date Declarant conveys all of its rights, title and interest in and to the property and no longer holds any interest in and to the property or any property thereafter added, Declarant shall be deemed to have assigned all its rights, benefits and obligations as Declarant hereunder to the property owners. Declarant shall then be relieved of the performance of any further duty or obligation hereunder, and the property owners shall then be obligated to perform all such duties and obligations of the Declarant with the necessity of any further writing of assignment of such rights and obligations by the Declarant, during the term of the Declaration and thereafter. Neither Declarant nor the Partners, Officers, Directors, Members, Employees Real Estate Brokers and Agents of it shall be liable for damages or otherwise to any owner of any property relying on these restrictions for reason of their unenforceability thereof, in addition, during the term of the declaration and thereafter, each owner agrees that he will not bring any action or suit against Declarant or the Partners, Officers, Directors, Members, Employees Real Estate Brokers and Agents of it, to recover any such damages, and hereby releases all claims, demands and causes of action against Declarant arising out of or in connection with any decision, action, judgment, negligence, enforcement action or any other act or omission by Declarant in connection with the enforcement (or lack thereof) of this declaration.

Executed by said Declarant, this 5 day of December, 2007.

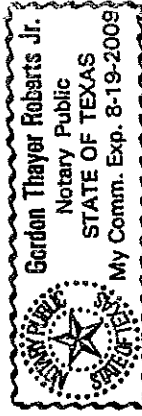
Michael A. Aubuchon and Connie J. Aubuchon

BY: Michael A. Aubuchon
MICHAEL A. AUBUCHON

BY: Connie J. Aubuchon
CONNIE J. AUBUCHON

STATE OF TEXAS)
COUNTY OF HENDERSON}

This instrument was acknowledged before me on the 5 day of December, 2007, by MICHAEL A. AUBUCHON and CONNIE J. AUBUCHON, Owners of WATER RIDGE, a subdivision in Henderson County, Texas.



[Signature]
Notary Public
State of Texas

Gordon T. Roberts
Notary Printed Name