

LARRY'S HARBOR
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

For the purpose of enhancing and protecting the value, attractiveness and desirability of the tracts in Larry's Harbor Addition to Port O'Connor, Calhoun County, Texas owned by the grantor, sold by grantor or to be sold in the future by the grantor which shall constitute the definition of property as the word is used herein, the Grantor hereby restrict and subject the tract conveyed hereby to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any rights, title or interest in the herein conveyed tract or any part thereof, their heirs, successor and assigns, and inure to the benefit of the grantors and each landowner of a lot in Larry's Harbor Addition.

ARCHITECTURAL CONTROL

Architectural Committee. No improvement, building, fence, wall, landscaping or other structure shall be commenced, erected or maintained upon any tract, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications shall have been submitted to and approved in writing by the architectural committee which is initially composed of Dorothy Fisher and/or Robert Carl Bedgood or their designated representatives. The above appointed architectural committee shall function until January 1, 2020, at which time the committee members shall be replaced by an architectural committee appointed by two-thirds of the owners of lots in Larry's Harbor Subdivision. As to all improvements, construction and alterations the architectural committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alteration which is not suitable or desirable in their opinion, for any reason aesthetic or otherwise, and in passing upon such design, the committee shall have the right to take in consideration the suitability of the proposed building, construction or alteration to the harmony thereof with the surroundings and the effect upon the surroundings. The committee will have the authority to grant variances when deemed appropriate.

Every residential building must be connected to Port O'Connor Municipal Utilities District water and septic system. No cesspool or septic tank shall be located on the property. No water well shall be located on the property until the location, plans and specifications shall have been submitted to and approved in writing by the architectural committee. Not more than one residence per lot of land sold shall be constructed.

BUILDING RESTRICTIONS

No Improvements shall be constructed upon any of the property without the prior written prior approval of the architectural committee of the specific floor plans and elevations. All residences must be constructed and located above the flood plain level with a minimum height of 9 feet from sea level elevation unless the architectural committee approves a variation.

The maximum height of any improvement constructed on a Lot shall not exceed the following:

Lots 1-10 - 44 feet from sea level

Lots 11-14 - 38 feet from sea level

Lots 15-92 - 50 feet from sea level

unless the architectural committee's approves a variation.

No building structure or other structure except property fences shall be constructed nearer than 25 feet from the front property line, or nearer than 5 feet from side property line or lines; or further then 100

feet from the front street property line without the architectural committee's approval. In the event one person owns two or more lots and wishes to build a resident across boundary lines then the side property line shall be the outside lines of the combined lots and the interior building lines shall be omitted.

No structure, floatation structure or pier shall be constructed without the architectural committee's approval.

No tract shall be subdivided without the architectural committee's approval.

No tract shall be used for purposes other than private residential purposes only, and no building other than a private one family residence building shall be constructed or be permitted to remain on any part hereof without the architectural committee's approval.

No main building which has less than 1,800 square feet of heated and cooled living floor space, exclusive of porches, car ports or garages shall be erected or placed on Lots 1 through 14. No main building which has less than 1,400 square feet of heated and cooled living floor space, exclusive of porches, car ports or garages shall be erected or placed on Lots 15 through 92. R/V and Travel Trailers are acceptable on temporary bases. The architectural committee shall in their sole discretion determine what constitutes temporary.

No manufactured homes may be located on the property without approval of the architectural committee.

No Lot shall be further subdivided or divided.

There shall be no interference with the established drainage patterns over any of the property, except by the grantors, unless adequate provision is made for proper drainage without the architectural committee's approval. Each private driveway constructed over a drainage ditch or drainage way shall have open drainage under such driveway with net drainage opening area of sufficient size to permit the free flow of water without back water, and shall be a minimum of an 18 inch diameter concrete pipe culvert without the architectural committee's approval.

All improvements upon any of the property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

USE RESTRICTIONS

No owner shall occupy or use his tract or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family or guests.

No owner shall obstruct or permit the obstruction of the roadway or utility easement.

No owner or guest shall park vehicles, boat trailers or other trailers along Stella or Scurlock Streets.

No animals, sheep, livestock or poultry of any kind shall be raised, bred or kept on the herein conveyed property for commercial purposes and no hogs shall be permitted at any time on the herein conveyed property.

No noxious or offensive activities shall be carried on upon the herein conveyed property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

The herein conveyed property shall never be used or maintained as a dumping ground, for rubbish, used lumber, building materials or other unsightly items, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean orderly and sanitary condition. All trash shall be stored for disposal in closed lid containers or properly secured trash bags. No trash, rubbish or waste products shall be burned on the property.

No tents, shacks, barns, nor second hand house or barracks moved from other locations, shall at any time be used as a residence, storage facility or barn, temporarily or permanently, on the property herein conveyed.

No tank or storage of oil or other fluid may be maintained on the property except as is necessary for private use in boats or recreational vehicles under sanitary and sound environmental conditions screened from public view.

No hunting shall be permitted on any tract.

Grantee obligates himself, through the purchase of such lot, to maintain the lot in a neat and presentable manner, at his own cost and expenses.

GENERAL PROVISIONS

The architectural committee shall have the right but not the duty to allow variances of these restrictions and the platted easements and building lines if in their opinion it will enhance and protect the value, attractiveness and desirability of the lots in Larry's harbor Addition to the Townsite of Port O'Connor, Calhoun County, Texas.

The architectural committee shall have the right but not the duty to enforce, by proceedings at law or equity, all restrictions, conditions, covenants, reservations and liens now or hereafter imposed by the provisions hereof. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The invalidation of any one or more of these covenants or restrictions by judgment or court order shall in wise affect any other provision which shall remain in full force and effect.

Should any litigation be commenced to enforce the provisions, covenants, restrictions, or other terms hereof or the rights and duties pertaining thereto by the architectural committee, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for their attorney's fees and court costs.

These covenants, conditions and restrictions hereof, shall run until January 1, 2030, unless amended as herein provided. After January 1, 2030, these covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least seventy-five percent (75%) of the lots within the Property.