

DEDICATION AND RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF JEFFERSON § KNOW ALL MEN BY THESE PRESENTS:

That Ronnie G. Hoelzer, of Jefferson County, Texas, being the record owner of the property described in Exhibit "A" attached hereto and made a part hereof, has caused same to be surveyed, subdivided, platted and laid out into lots, blocks and streets as shown upon the accompanying map for the purpose of establishing a subdivision which shall be known as "THE COLONY", a Subdivision in the City of Port Neches, Jefferson County, Texas.

Ronnie G. Hoelzer, hereby GIVES, GRANTS AND DEDICATES all those strips of land shown upon the accompanying plat as streets, easements, lanes, and lands intended for public use to PUBLIC USE FOREVER, together with the basic restrictions, limitations and conditions shown thereon.

For the purpose of establishing and maintaining a general plan and building scheme, uniform over the entire addition herein created for the benefit and protection of all owners of any lot or lots in said Addition hereafter, Ronnie G. Hoelzer hereby fixes and establishes the following as covenants and restrictions upon the use and occupancy, as well as the sale of any lot or lots.

PART A - AREA OF APPLICATION

A-1 LAND USE AND BUILDING TYPE. All lots in said Addition shall be used for residential purposes only.

A-2 No Buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not less than two and not more than three cars. Multiple lots may be combined as a building site upon which may be located only one detached single family dwelling not to exceed two stories in height and a private garage for not less than two and not more than three cars thereon. Such utilization of multiple lots for a building site shall be subject to the approval of the Architectural Control Committee which may approve or disapprove the utilization of multiple lots for a building site all in accordance with Part C-2 herein. In the event of multi-lot building site utilization, property owner should be responsible for obtaining from the City of Port Neches necessary vacation of any easement affecting such site.

PART B - RESIDENTIAL AREA COVENANTS

B-1 ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality, workmanship and materials, harmony and external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot further than the front house lines unless similarly approved. Approval shall be as provided in Paragraph C.

B-2 DWELLING QUALITY SIZE AS TO LOTS 20 THROUGH 28, BLOCK 1, AND LOTS 1 THROUGH 9, BLOCK 3, AND LOTS 1 THROUGH 8, BLOCK 4. The ground floor area of the main structure for all residential lots, exclusive of open porches and garages, shall be not less than 1850 square feet for a one-story dwelling, nor less than 1,250 square feet for a dwelling of more than one story, and the second story floor shall have an area of not less than 600 square feet. All garages constructed after completion of the main dwelling shall be in harmony with the main dwelling, and shall be placed at the rear of the dwelling except for an attached garage.

B-3 BUILDING LOCATION AS TO LOTS 20 THROUGH 28, BLOCK 1, AND LOTS 1 THROUGH 9, BLOCK 3, AND LOTS 1 THROUGH 8, BLOCK 4. No building shall be located nearer than 25 feet to the front property line nor nearer than 5 feet to any side lot line, nor nearer than 15 feet to any side street line, except that a detached garage located 70 or more feet from the front lot line may be located not nearer than 3 feet to the side lot line or side street line.

B-4 ZERO LOT LINE BUILDING LOCATION AS TO LOTS 1 THROUGH 13, BLOCK 2, AND LOTS 1 THROUGH 19, BLOCK 1. Dwellings constructed on these lots are anticipated to be constructed using a "0" lot line in that the wall of one side of the dwelling shall be constructed on a common lot line (with the exception of corner lots or lots abutting easement areas as specified on Final Plat) and which said dwelling wall shall serve as a common lot wall and barrier to which shall be attached common fence extensions located on common lot line which shall be considered common fence of adjoining property owners for the use and enjoyment of adjoining and common lot owners.

B-5 DWELLING QUALITY SIZE AS TO ZERO LOT LINE LOTS 1 THROUGH 13, BLOCK 2, AND LOTS 1 THROUGH 19, BLOCK 1. The ground floor area of the main structure for all residential lots, exclusive of open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story, and the second story floor shall have an area of not less than 400 square feet.

B-6 MAINTENANCE OF "0" LOT LINE BUILDING WALL AND FENCE AS TO ZERO LOT LINE LOTS 1 THROUGH 13, BLOCK 2, AND LOTS 1 THROUGH 19, BLOCK 1. Declarant proposes to construct on each of the aforesaid lots a dwelling which shall have "0" lot line building wall. In the manner of the construction and completion of each of said dwellings, certain eaves, roof overhangs, roof flashings, brick veneer or other siding or other building materials may be attached to the structural walls, will or may encroach over into either the air space or the real estate of an adjoining or contiguous lot. There is hereby created on each of said lots so affected, an easement for such encroachments or overhangs created by said construction. Each eave constructed on the "zero" lot line shall have a rain gutter, the purpose of which shall preclude rain water and drainage thereof from encroaching over into the adjoining or contiguous lot. In addition to the valid easements for each of said encroachments or overhangs, there is also granted the right to enter the adjacent property to perform maintenance upon the building wall or fence that is on the property line ("0" lot wall), and occupant shall at all times keep his wall in good repair. The cost of reasonable repair and maintenance of the dwelling wall shall be the sole responsibility of the dwelling Lot owner. The cost of reasonable repair and maintenance of a common fence located on said common lot line shall be shared by the Owners who make use of said common fence in proportion to such use. In the event that any structure comprising a dwelling is totally destroyed and then rebuilt, such easements for encroachments and maintenance as herein set forth shall continue to exist. In the event a dwelling wall located on common lot line or fence located on common lot line is destroyed or damaged by fire or other casualty, any Owner who has used the wall and/or fence may restore it, and the Owners thereafter, who make use of the wall and/or fence, shall contribute to the cost of restoration thereof in proportion to such use without prejudice; however, the right of any such Owners to call for a contribution or a larger contribution from the others shall be subject to any rule of law regarding liability for negligent or willful acts or omissions.

B-7 RIGHT TO CONTRIBUTE RUNS WITH LAND AS TO ZERO LOT LINE LOTS 1 THROUGH 13, BLOCK 2, AND LOTS 1 THROUGH 19, BLOCK 1. The right of any Owner to contribute from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

B-8 ARBITRATION AS TO ZERO LOT LINE LOTS 1 THROUGH 13, BLOCK 2, AND LOTS 1 THROUGH 19, BLOCK 1. In the event of any dispute arising concerning a party wall or fence under the provisions of this Article, each party shall choose one (1) arbitrator, along with one (1) arbitrator selected by the two (2) arbitrators selected by lot owner, and the decision shall be a majority of all the arbitrators.

B-9 NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No lot shall be used for automobile wrecking, junk yard, or other junk purposes and no intoxicating beverages shall be sold or stored on any lots. No trucks shall be parked on streets or driveways of said Subdivision other than trucks making deliveries to residents therein or trucks servicing garbage or other public utilities. No truck repair operations shall be carried on in said subdivision.

B-10 TEMPORARY STRUCTURES. 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. No building shall be occupied as a residence during the course of construction, nor be occupied prior to both exterior and interior completion.

B-11 SIGNS. No sign of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five (5) square feet advertising the property for sale or rent; however, signs may be erected by the undersigned or its assigns during the sale period of the subdivision for advertising lot sales and the size thereof shall not be limited by the foregoing provisions.

B-12 OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any lot; no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

B-13 LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred on any lot, except that dogs, cats or other household pets may be kept, not exceeding two in number, provided that they are not kept, bred or maintained for any commercial purpose on any residential lot.

B-14 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. Equipment for the storage of such material shall be kept in a clean and sanitary condition.

B-15 MAINTENANCE. All vacant lots shall be maintained for neat appearance nine (9) times a year or as needed.

B-16 CAMPERS, BOATS AND TRAILERS. No boats, trailers, campers or similar vehicles shall be placed or stored upon any lot in said Addition on a permanent basis in such manner as to extend beyond the front of the dwelling.

B-17 ON-STREET PARKING. No automobiles, trucks, vans, trailers, campers or similar vehicles shall be allowed to be parked in the street or streets for a period exceeding forty-eight (48) hours.

B-18 SIDEWALKS. Sidewalks shall be constructed on each lot which comply with Section 20-6(b) of the City of Port Neches' Subdivision Ordinance and Amendments thereto, such construction shall take place at time of construction of improvements upon the above described property or within eighteen (18) months from the date of purchase of lot, whichever occurs first.

B-19 No fence or other structure shall be erected, placed or altered on any lot nearer to any street than the building setback line as shown on said Final Plat; except, however, than on corner lots, fences (with the approval of the Architectural Control Committee) may be permitted to follow the side street property line of said lot from the rear lot line to the front lot line to a point not nearer to the front lot line than (a) forty feet (40'), or (b) the rear of the dwelling.

B-20 No "dish" antenna or any similar television transmission or receiving device shall be permitted in front of any dwelling or in the side yard (adjacent to a side street) of any corner lot, nor shall any such antenna or similar device be installed upon the roof of the dwelling, garage or any other building on any lot in such manner as to be visible from the street in front or at the side of such lot.

B-21 In the event underground electric service is available to any lot, lots or portion of lots from an underground electric source located in a dedicated easement, or from an easement otherwise provided, then such lot, lots or portions thereof having such underground electric source available shall be served with underground electric service to the meter points located on any buildings or improvements situated on such lots. Said underground service lines are to be installed by the electric utility, upon request, based on costs prevailing at the time of such installation, which cost shall be paid by the party so requesting.

PART C - ARCHITECTURAL CONTROL COMMITTEE

C-1 MEMBERSHIP. The Architectural Control Committee is composed of Ronnie G. Hoelzer, David Hoelzer and Peggy Hoelzer, hereinafter referred to as "Developer Representatives" and Roy D. Kirkland, hereinafter referred to as the "Builder Representatives". The Developer Representatives, by majority vote, may designate up to two (2) additional Builder Representatives. The Developer Representatives, by majority vote, shall have the right to remove, without cause, any Builder Representative. In the event of the death, resignation, or failure, or ceasing to serve of a Developer Representative, the remaining Developer Representatives shall have full authority to designate a successor member of the Architectural Control Committee who shall be a successor Developer Representative, or if all of the Developer Representatives fail or cease to serve for any reason, the Developer may appoint successor Developer Representatives to the Architectural Control Committee. In the event of the death, resignation, or inability to serve of any of the Builder Representatives, the Developer Representative shall have full power and authority to appoint a successor Builder Representative or successor Builder Representatives to the Architectural Control Committee, as the case may be. The members of the Committee shall not be entitled to any compensation for services performed. At any time, the then recorded owner of 2/3rds of the lots subject hereto shall execute and file for record in the Office of the County Clerk of Jefferson County, Texas, an instrument appointing a representative or representatives, who shall thereafter exercise the powers and duties granted herein to the Architectural Control Committee. The Committee's approval or disapproval as required herein, shall be in writing. To be effective, any approval of the Architectural Control Committee must have the vote of at least three (3) members of the Committee, including at least one (1) Developer Representative and one (1) Builder Representative. If the Committee fails to give written approval or disapproval within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion of the improvements, approval will not be required and the related covenant shall be deemed to have been fully satisfied.

C-2 CONSTRUCTION. Within twelve (12) months from date of transfer of title from Developer to a third-party purchaser who is not a commercial builder, construction of dwelling, structure or improvement shall be commenced. Upon commencement of such dwelling, structure or improvement on any lot, such construction shall be completed within two hundred forty (240) days after the beginning of such construction and no partially completed dwelling, structure or improvement of any type shall be permitted to remain on any lot beyond said period of time.

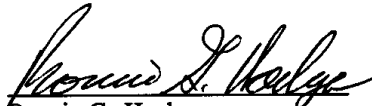
PART D - TERM

D-1 These covenants are to run with the land and shall be binding on all parties and persons claiming under them until forty (40) years from date of these covenants, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-2 ENFORCEMENT. If the parties hereto, or any of them, or any owner of real property in said addition, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning real property situated in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages due for such violation.

D-3 SEVERABILITY. Invalidation of any one (1) of these Covenants or Restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

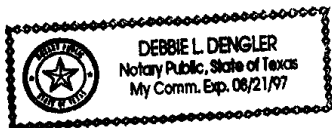
EXECUTED this 16 day of December, 1994.


Ronnie G. Hoelzer

STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on the 16 day of December, 1994, by Ronnie G. Hoelzer.



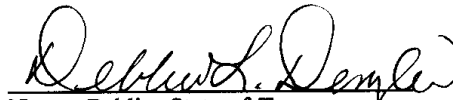

Notary Public, State of Texas

EXHIBIT "A"

BEING a 20.310 acre tract of land out of Lots 5 and 6, Block 11, Range F and Lot 4, Block 12, Range F, Port Arthur Land Company Subdivision located in the T. F. McKinney League, Abstract 41 in Port Neches, Jefferson County, Texas.

BEGINNING at a concrete monument marking the most Westerly corner of Ronshire Place Addition to the City of Port Neches, Texas as recorded in Vol. 14 page 42 of the Map Records of Jefferson County, Texas, said corner being the most Northerly corner of the 20.310 acre tract herein described and being located in the Northwesterly line of said Lot 6, Block 11, Range F of the Port Arthur Land Company Subdivision;

THENCE South 48 deg. 47 min. East along the Southwesterly line of said Ronshire Place Addition and being along the Northerly line of the tract herein described, a distance of 221.55 feet to a concrete monument for corner;

THENCE South 79 deg. 22 min. East continuing along the Northerly line of the tract herein described and along the South line of Ronshire Place Addition, a distance of 83.34 feet to a concrete monument for the most Easterly corner of the 20.310 acre tract, said corner also being the most Easterly corner of the Walter Humphrey 3.4856 acre tract as recorded in Volume 1844 page 117 of the Deed Records of Jefferson County, Texas;

THENCE South 10 deg. 39 min. 05 sec. West along the Easterly line of the 20.310 acre tract also being along the Westerly line of the Lloyd's Land Company 18.248 acre tract as recorded in Vol. 1707 page 119 of the Deed Records of Jefferson County, Texas, a distance of 1533.88 feet to a concrete monument for the most Southerly corner of said 20.310 acre tract, said corner being located in the Northeasterly right-of-way line of Old Twin City Highway;

THENCE North 48 deg. 28 min. 27 sec. West along the Northeasterly right-of-way line of Old Twin City Highway and along the Southwesterly line of the 20.310 acre tract herein described, a distance of 520.03 feet to an iron rod set for corner of a 0.0034 acre tract conveyed to Southwestern Bell Telephone Company;

THENCE North 41 deg. 31 min. 33 sec. East along the Southeasterly line of said 0.0034 acre tract, a distance of 10.0 feet to an iron rod marking the most Easterly corner of said tract;

THENCE North 48 deg. 28 min. 27 sec. West along the Northeasterly line of said 0.0034 acre tract, a distance of 15.0 feet to an iron rod marking the most Northerly corner of said tract;

THENCE South 41 deg. 31 min. 33 sec. West along the Northwesterly line of said 0.0034 acre tract, a distance of 10.0 feet to an iron rod set marking the most Westerly corner of said tract, said corner being located in the Northeasterly right-of-way line of Old Twin City Highway;

THENCE North 48 deg. 28 min. 27 sec. West along the Northeasterly right-of-way line of Old Twin City Highway and along the Southwesterly line of the 20.310 acre tract herein described, a distance of 296.13 feet to a concrete monument set for corner;

THENCE North 36 deg. 54 min. 30 sec. West along the Southwesterly line of the 20.310 acre tract and along the Northeast right-of-way line of the K.C.S.R.R. right-of-way, a distance of 247.45 feet to a concrete monument set for the most Westerly corner of said 20.310 acre tract, said corner being located at the intersection of the Northeasterly right-of-way line of said K.C.S.R.R. 100 feet wide right-of-way and the Northwesterly line of Lot 5, Block 11, Range F and being the Southeasterly line of Lot 4, Block 12, Range F of the Port Arthur Land Company Subdivision;

THENCE North 41 deg. 13 min. East along the Northwesterly line of Lot 5, Block 11, Range F and along the Southeasterly line of Lot 4, Block 12, Range F of the Port Arthur Land Company Subdivision and along the Southeasterly right-of-way line of a 40.0 feet wide Jefferson County Drainage District No. 7 Easement and being along the Northwesterly line of the 20.310 acre tract, a distance of 178.67 feet to an iron rod for corner;

THENCE North 48 deg. 47 min. West crossing said drainage easement, a distance of 40.0 feet to an iron rod found marking the most Easterly corner of Lot 30, Block 8 of Ridgewood Manor Addition, Unit 6, as per map or record in Vol. 12 page 32 of the Map Records of Jefferson County, Texas, said corner being in the Southwesterly right-of-way line of Birchwood Drive;

THENCE North 41 deg. 13 min. East along the Northwesterly right-of-way line of said drainage easement and crossing said Birchwood Drive, a distance of 60.0 feet to an iron rod found marking the most Southerly corner of Lot 17, Block 9 of said Ridgewood Manor Addition;

THENCE South 48 deg. 47 min. East crossing said drainage easement, a distance of 40.0 feet to a concrete monument set for corner located in the Southeasterly right-of-way line of Lot 4, Block 12, Range F and in the Northwesterly line of Lot 5, Block 11, Range F of said Port Arthur Land Company Subdivision;

THENCE North 41 deg. 13 min. East along the Southeasterly line of Lots 4 and 5, Block 12, Range F and the Southeasterly line of said drainage easement and along the Northwesterly line of said Lots 5 and 6, Block 11, Range F and along the Northwesterly line of the 20.310 acre tract, a distance of 984.27 feet to the PLACE OF BEGINNING and containing in area 20.310 acres of land, more or less.

*Return to .
Port Arthur Abstract
2950 Little Creek Dr.
Port Arthur, TX
77642*

Filed for Record in:
JEFFERSON COUNTY, TX
LOLITA RAMOS - COUNTY CLERK

On Jan 04 1995
At 10:14am

Receipt #: 34963
Recording: 15.00
Doc/Mgmt: 5.00
Doc/Num: 95- 9500208
Doc/Type: REC

Deputy - Default Cashier ID