**DECLARATION OF RESTRICTIVE COVENANTS OF
CORY MOREHEAD SUBDIVISION NO 32**

**Date**: May 12, 2023

**Declarant**: Frontage Investments Inc

**Declarant’s Address**:   PO Box 1212 Huntington, Texas 75901

**Definitions**

“Covenants” means the covenants, conditions, and restrictions contained in this Declaration.

“Declarant” means Frontage Investments Inc, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

“Easement” means Easements within the Property for utilities and other purposes as set forth in this Declaration or filed of record.

“Lot” means each tract of land designated as a lot on the Plat.

“Mobile Home” means a structure, transportable in one or more sections, which is built on a permanent framework and designed to be used with or without a permanent foundation when connected to the required utilities.

“Owner” means every record Owner of a fee interest in a Lot.

“Plat” means the Plat of the Property known as Cory Morehead Subdivision No. 32 recorded in the Plat Records of Wharton County, Texas, in Book \_\_\_\_\_\_\_ Page\_\_\_\_\_\_\_\_, and any re-plat of or amendment to the Plat made in accordance with this Declaration.

“Residence” means a detached building which is designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Single Family” means a group of individuals related by blood, adoption, or marriage, or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“Structure” means any improvement on a Lot (other than a Residence), including a fence, wall, shed, shop, barn, swimming pool, outbuilding, or recreational equipment.

“Subdivision” means Cory Morehead Subdivision No. 32 and the Property covered by the Plat and any additional property made subject to this Declaration.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

**Clauses and Covenants**

**A. Imposition of Covenants**

 1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, occupancy of any Lot, or signatures on this Declaration agree that the Subdivision is subject to the Covenants.

 2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

 3. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject such Owner or occupant to damages or injunctive relief.

**B. Plat and Utility Easement**

 1. It is reserved for the benefit of all Owners an easement for utilities, including water, sewer, electricity, television, telephone and other utility lines and service (the “Easement”).  The Easement is located along each property line of each Lot and is located fifteen feet (15’) on either side of each property line of each Lot as shown on the Plat.  The Plat, Easement, and all matters shown of record affecting the Property are part of this Declaration and are incorporated herein by reference.

 2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities, provided, however that no structures of a permanent nature may be placed on the Easement. Owners do not own any utility facilities located in an Easement.

 3. Neither Declarant nor any Owner or Easement holder is liable for damage to landscaping or a Structure in an Easement.

 4. Declarant and each Owner and Easement holder may install, maintain, and connect utilities and related facilities in the Easement.

**C. Use and Activities**

 1. *Permitted Use.*  A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

 2. *Prohibited Activities.* Prohibited activities are—

a. any activity that is otherwise prohibited by this Declaration;

b. any illegal activity;

c. any nuisance or noxious or offensive activity;

d. any dumping of rubbish or trash;

e. any storage of—

i. building materials except during the construction or renovation of a Residence or a Structure;

ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or

iii. unsightly objects unless completely shielded by a Structure;

f. any commercial or professional activity except reasonable home office use

g. occupying a Structure that does not comply with the construction standards of a Residence.

h.        raising commercial livestock.

**D. Construction and Maintenance Standards**

 1. *Lots*

a. *Consolidation of Lots.* An Owner of adjoining Lots may consolidate those Lots into one site for the construction of a Residence.

b. *Subdivision Prohibited.* No Lot may be further subdivided

c. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

 2. *Residences and Structures*

a. *Maximum Height.* The maximum height of a Residence is four (4) stories.

b. *Location on Lot.* No Residence or Structure may be located within fifteen feet (15') of the front, side, and rear boundary lines of any Lot.

c. STORAGE AND REPAIR OF VEHICLES.  No inoperable automobile shall be parked or kept in the street, in front of or side of any Lot, or on any Lot unless such vehicle is stored within a garage or otherwise screened from public view from the Street. Boats, boat trailers, motor homes, trailers, and campers may be parked in a driveway, so long as such campers, motor homes, trailers, etc. are not occupied by any person.  No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature. For the purposes of the foregoing term, "temporary" shall mean that the vehicle shall not remain in driveways or streets in excess of seventy-two (72) hours.

d.      Mobile Homes. No owner of any lot shall be permitted use of a mobile home as a structure of residence.

**E. General Provisions**

 1. *Binding Effect.* This Declaration runs with the land and is binding on all Lots and Owners in the Subdivision.

 2. *No Waiver.* Failure by Declarant or an Owner to enforce this Declaration is not a waiver.

 3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

 4. *Amendment and Termination.* This Declaration may be modified or terminated at any time by the Declarant in any particular manner or terminated in its entirety by the recording in the Official Public Records of Liberty County, Texas of an amendment or termination instrument up until Declarant sells one hundred percent (100%) of the Lots. Once all Lots are sold by Declarant, this Declaration may be amended or terminated at any time by the affirmative vote of one hundred percent (100%) of the Owners; and by the recording in the Official Public Records of Liberty County, Texas of an amendment or termination instrument

 5. *Severability.* The provisions of this Declaration are severable. If any provision of this Declaration is invalidated or declared unenforceable, the other provisions remain valid and enforceable.

 6. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

 7. *Violation of Restrictions.* Enforcement of the provisions hereof shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the Owner of any Lot or by the Declarant, its successors or assigns. The failure of any person entitled to enforce any of the provisions hereof to enforce the same shall in no event be deemed a waiver of the right to enforce this Declaration thereafter.

 8.  *Duration.* This Declaration shall remain in full force and effect until December 31, 2043 and thereafter shall, as then in force, be extended automatically and without further notice, and without limitation, for successive periods of five (5) years each, unless modified or terminated in the manner hereinafter

**Declarant:**

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**Cory Morehead V.P.,  Frontage Investments Inc**