

**DECLARATION, RESERVATIONS, CONDITIONS  
AND RESTRICTIONS AFFECTING  
CORTINA ACRES SUBDIVISION**



THE STATE OF TEXAS §  
COUNTY OF LIBERTY §

This Declaration is made on the date hereafter set forth by **HECTOR CORTINA**, hereinafter referred to as "Developer":

**WITNESSETH**

Developer is the owner of that certain real property out of the H & T. C RR Survey, Liberty County, Texas, as shown on a final Plat or Map prepared by Louis W Bergman, IV, Registered Public Surveyor, designated as "CORTINA ACRES" and filed for record in Clerk's File Number 2008005517 of the Official Public Records of Liberty County, Texas

Developer has and does hereby subdivide and plat said land into lots as shown on said Map or Plat for the purpose of establishing a subdivision to be known as "CORTINA ACRES", and does hereby dedicate all streets, utility, drainage and other easements shown upon said Map or Plat to the public, but expressly reserving unto Developer, his heirs, successors and assigns, the following rights, titles and easements, which reservations shall be referred to and made a part hereof and construed as being adopted in each and every executory contract, deed or other conveyance executed or to be executed by or on behalf of Developer contracting to convey or conveying said property, or any part thereof

Section 1 It is expressly agreed and understood that the title conveyed by Developer to any lot or parcel of land in CORTINA ACRES by executory contract, deed or other conveyance shall not in any event be held or construed to include the title to any of the instrumentalities constructed by any utility company along any of said streets or easements for the purpose of providing water, gas, storm sewer, electric power, telephone communications or any other utility, to serve any portions of the subdivision. The right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly, but not exclusively, reserved to Developer

**ARTICLE II**

**EASEMENTS**

Developer reserves the ten foot (10') utility easements and drainage easements as shown on the heretofore-mentioned Plat, for the purpose of constructing and maintaining utilities of all types, including drainage. With such easements, no structure, planting or other materials shall be placed or permitted to remain within the easements which will interfere with the installation and maintenance of such utilities, which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels. All easement areas within any lot shall be maintained continuously by the owner of the lot, for its stated purpose, except for those improvements for which a public authority or utility company assumes responsibility.

## ARTICLE III

### USE RESTRICTIONS FOR LOTS

Section 1. Except as hereinafter provided, all lots located in CORTINA ACRES shall be used for residential purposes only. Subject to applicable spacing and sanitary rules promulgated by Liberty County or other governmental agencies having authority, not more than four (4), single-family residences, dwellings, mobile homes or pre-manufactured homes shall be erected or placed on any lot with an area of five (5) acres or more.

Section 2. Residences and other buildings on any lot shall be constructed of new materials. No old, used or second-hand houses can be moved onto any lot, nor may any residence be erected on any lot with second-hand lumber or second-hand building materials. All residences shall be of solid construction and complete on the exterior. No residential dwelling shall be placed on any lot unless its living area has a minimum of one thousand (1,000) square feet of ground floor area.

Mobile and pre-manufactured homes are permitted on any lot so long as they are:

1. Nine Hundred (900) square feet or larger, excluding porches, tongue, and garages, and at least fourteen (14) feet in width,
2. All mobile and pre-manufactured homes must be of new construction, unless Developer, his heirs, successors or assigns, give consent to the placement of a used mobile home. ANY CONSENT PROVIDED FOR HEREIN MUST BE IN WRITING AND SIGNED BY DEVELOPER.
3. All mobile homes shall be located, at minimum, seventy-five (75) feet from all roads.
4. All mobile homes shall meet minimum building and safety requirements as set forth by the federal, state, and local government codes and regulations.
5. Prior to occupancy, all mobile and pre-manufactured homes must be installed pursuant to manufacturer's suggestion, rules, regulations and instructions, and such rules, ordinances and laws promulgated by the Texas Department of Housing and Community Affairs or other governmental agency having authority.

Developer reserves the right to permit the placement of mobile and pre-manufactured homes in variance of the size requirements set forth in paragraph 1 above provided such permission is granted in writing and signed by Developer prior to such placement.

Section 3. No basement, tent, shack, garage, barn or other outbuilding shall ever be placed on any lot or utilized on any lot as a residence, either temporarily or permanently.

Section 4. No part of any residence, including mobile and pre-manufactured homes, shall be closer than seventy-five (75) feet to the front property line. No barns, shops or other outbuildings or garages of any kind shall be closer than seventy-five (75) feet to the front property line. No structure of any kind or character shall be closer than ten (10) feet to the side property lines, fences excluded.

Section 5. No home or mobile or pre-manufactured home may be constructed or placed upon any lot unless it has complete sanitary facilities, including among other facilities, a lavatory, toilet, wash basin, tub or shower and kitchen sink, all with running water, and all such facilities must be connected to the lot owner's private sewerage system in full compliance with

state and local health regulations. The Developer, his heirs, successors and assigns, do not assume (and will never assume) the obligations for constructing a sanitary sewer system for all or any part of said subdivision, and each owner of each lot shall have the sole responsibility to construct and maintain his own sewage facilities, in strict compliance with all applicable laws, rules and regulations and under duly authorized and issued permits of the State, County and/or City Health and/or Permit Departments or other regulatory agency having authority. No outside toilets may be constructed, placed or maintained on any lot.

Section 6 Construction of any improvement on any lot shall be completed within nine (9) months from the commencement of construction, unless an extension of such time is granted in writing by Developer. No structure will be deemed to be complete until its exterior is painted and otherwise finished in a reasonable manner and in conformity with these Declarations.

Section 7: Plans depicting the proposed construction of a residential structure and/or any addition to the residence or mobile or pre-manufactured home shall be submitted to the Developer prior to commencement of construction or placement so that Developer may determine whether such construction or placement is in conformity with these Declarations. APPROVALS OF ALL PLANS OF CONSTRUCTION MUST BE IN WRITING AND SIGNED BY DEVELOPER PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

Section 8: No obnoxious, offensive, unlawful, dangerous or immoral activity or use shall be made of or upon any lot, and nothing may be done thereon which is or may become an annoyance or nuisance to the neighborhood, or which shall have the effect of degrading the residential environment of the subdivision.

Section 9 No spirits, vinous, malt liquors or medicated bitter capable of producing intoxication shall be sold or offered for sale on any lot. Billboards or commercial advertising signs are not allowed on any lot.

Section 10. No business or other commercial use may be made of any lot or in, upon or out of any house, mobile or pre-manufactured home or other structure located on any lot.

Section 11: All lots, whether occupied or not, shall be maintained in a presentable manner, and no trash, garbage or other waste shall be kept or maintained upon any lot unless in sanitary container awaiting immediate disposal. All incinerators or other equipment for storage and disposal of trash shall be kept in a clean and sanitary condition.

Section 12 All driveway culverts must conform to the width and cover requirements of the County or State Officials and shall be constructed of a permanent-type material and installed before the lot is occupied for residential purposes. Lot owners shall not install or permit the installation of culverts, without prior consent of the Developer.

Section 13: All driveway and parking areas shall be constructed of concrete, asphalt, gravel, or other similar hard surfacing materials.

Section 14 No automobile or automobiles may be maintained on any lot unless each be currently registered, licensed and in operable condition. No automobile or vehicle of any type shall be parked on subdivision streets. The commercial parking or garaging of vehicles of any type upon any lot is prohibited. All boats and travel trailers parked, maintained or stored on any lot shall be located beyond the building setback lines. Truck-Tractor rigs only may be parked on a lot provided the rig is parked at least ten (10) feet beyond the lot line adjoining the street, and provided an adequate width driveway and parking area is constructed on the lot to accommodate the rig. Truck-Trailer rigs shall not be parked, maintained, stored or otherwise allowed on any lot.

Section 15: All building materials placed upon any lot shall be stored in an orderly and neat manner, and only beyond the building setback lines. Should a residence exist on a lot, all building materials must be stored behind the residence.

Section 16: The general principles of waste shall apply with regard to all lots. The excavation and removal of soil from a lot to another lot, or from a lot to another location is prohibited.

Section 17: All improvements placed upon any lot must be kept in a good state of repair and must be painted when necessary to preserve the attractiveness thereof. Grass and other vegetation on all lots must be mowed and maintained at all times.

Section 18: No hogs, goats, chickens, cows or other animals generally considered to be undesirable in a residential subdivision may be raised, bred or kept on any lot. Horses for personal use only may be kept on a lot, provided all such horses are kept within an enclosure sufficiently designed and built for the number of animals enclosed, and to ensure their confinement. All areas enclosing horses or other permitted animals must be continually kept and maintained in a safe and sanitary condition. Developer reserves the right to grant variances to the restrictions imposed by this Section provided the requested variance is incident to the keeping of animals for youth education or other worthy pursuits. Any variance of the restrictions imposed by this Section must be in writing and signed by Developer prior to the placement of any animals on any lot.

#### **ARTICLE IV**

##### **ENFORCEMENT**

Section 1: The Developer and any owner of a lot has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure of the Developer or any lot owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

#### **ARTICLE V**

##### **GENERAL**

Section 1: Invalidation of any one or more of the covenants or restrictions set out herein by the judgment of any court of competent jurisdiction shall not affect any other provision hereof, all of which shall remain in full force and effect.

Section 2: The conveyance of all lots in CORTINA ACRES shall be deemed to convey the surface estate only, and shall be subject to the reservation of all oil, gas and other minerals in, under and that may be produced from all lots, and the existence of all rights-of-way, easements, conditions, exceptions, restrictions and covenants of whatsoever nature of record, whether or not expressly stated or contained in a Deed.

Section 3: The above described lots located in CORTINA ACRES shall be held, sold and conveyed by Developer, subject to the protective covenants, conditions and restrictions set forth above, which are for the purpose of protecting the value and desirability of all lots and the development as a whole, and all such shall run with the title to the property and be binding upon all parties having any right, title or interest in and to the above described lots, or any part thereof, their heirs, representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

EXECUTED this the 10<sup>th</sup> day of April, 2008

Hector Cortina  
HECTOR CORTINA, Developer

THE STATE OF TEXAS        §  
COUNTY OF LIBERTY       §

Before me, the undersigned authority, on this day personally appeared HECTOR CORTINA, known to me (or proved to me through Texas Driver's License No \_\_\_\_\_) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and on behalf of said limited liability company.

Given under my hand and seal of office this 10<sup>th</sup> day of April 2008



Peggy Thrasher  
Notary Public, State of Texas  
Notary's name (printed),  
Peggy Thrasher  
My commission expires: 12-06-08

OFFICIAL RECORDS  
LIBERTY COUNTY  
DELIA SELLERS  
COUNTY CLERK  
RECORDING FEE                    \$27 00  
# 200806187  
04/10/2008 11 38 AM 5 PGS  
CCURRY,DC Receipt #005746

STATE OF TEXAS }  
COUNTY OF LIBERTY }  
I, Delia Sellers, hereby certify that this instrument as FILED in the number sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the volume and page of the OFFICIAL PUBLIC RECORDS of Liberty County Texas, as Stamped hereon by me on

APR 10 2008

Delia Sellers  
COUNTY CLERK  
LIBERTY COUNTY, TEXAS