

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

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

FILED FOR RECORD
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HENDERSON COUNTY CLERK
HENDERSON COUNTY TEXAS

WHEREAS, Michael A. Aubuchon, hereafter called the Declarant, is the owner of all that certain real property located in Henderson County, Texas, and that is lots one (1) through (8) of Water Ridge West, a subdivision in Henderson County, recorded in Cabinet F and Slide 241, in the records of Henderson County.

WHEREAS, the Declarant will convey the property in both Thomas B. Rankin Survey and William Pickett Survey, Abstract 656 and Abstract 624 respectively subject to certain protective covenants, conditions, and restrictions as hereinafter set forth;

NOW THEREFORE, it is hereby declared that all of this 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 insure the benefit of each owner thereof.

**ARTICLE ONE
DEFINITIONS**

“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.

“Declarant” shall refer to Michael A. Aubuchon, its successors and assigns.

“Lot” shall refer to any of the plots of land in Water Ridge West, shown upon the plat and subdivision map recorded in Cabinet F and Slide 8 of the 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,

enacted, 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 harmonize the external design and location in relation to surrounding structures, topography, finish grade elevation, and other aesthetic aspects. 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

If plans and specifications are submitted to the Declarant and the Declarant fails either to approve or reject the plans and specifications for a period of thirty (30) days then 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 have been met.

ARTICLE THREE EXTERIOR MAINTENANCE

In the event that an Owner of any Lot 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 Lot and to clean, repair, maintain, and restore the Lot, exterior of the buildings and any other improvements erected thereon. All improvements are at the expense of the Owner. However, prior to entering said Lot the Declarant shall provide thirty (30) days written notice of the needed repair or restoration. In the event that the Declarant is required to pay for repair or restoration for Owner's Lot, the Owner shall reimburse the Declarant within thirty (30) days written notice of the amount due and owing ('expenses'). If the expenses are not paid within thirty (30) days after the date, the expenses shall bear interest from the date of delinquency at the rate of fourteen percent (14%) per year, and the Declarant may bring an action against the Owner in law in which they would be required to personally pay the expenses, or for foreclosure of the lien against the Lot and interest of the responsible Owner, such an action would also add costs and reasonable attorney fees to the expenses due. No Owner shall otherwise escape liability for the expenses provided for herein by non-use of the Property or abandonment of his Lot. All written notices will be addressed to current Owner's address as it appears to 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 residence building. The exterior of any improvement shall be completed within twelve months from the beginning of constructions of such improvement, but no improvements are required to be commenced at any particular time.

Type of Buildings Permitted

All Lots shall be used for single family 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 West subdivision. Workshops, storage buildings and necessary shelters for pets will be permitted.

Buildings

Any non-residential building construction exceeding 250 square feet floor space must have a full face front. The walls on the two sides and back must have wainscot covering a minimum of one third ($\frac{1}{3}$) the height of the building. Wainscot consists of stone brick, stucco, man made stone, or any approved universal building code masonry materials. The minimum amount of wainscot on said construction is 4 feet. The front of the building is the side that faces the road cr 4218 (stevenson road), not necessarily the side with a door. All roof pitches on above mentioned buildings must have a minimum of a four in twelve pitch and must maintain a minimum setback of not less than 15 feet from the setback chosen for the single family residence point of beginning. All other setbacks will be sustained as dictated by the restrictions.

Garages

All houses in Water Ridge West subdivision shall have either an attached or detached garage with the capacity to hold at least two (2) automobiles, and each garage will be constructed with the same architectural design, color and materials as the single family residence. Said garage, may open in any direction. Basements or wine cellars are permitted but will not count as a heated area in regards to the minimum living area.

Minimum Floor Area and Exterior Walls for Residential Homes

Excluding porches, terraces, patios, driveways, and garages, any single story residence constructed

on Lots must have a living area of not less than 1700 square feet. Any residence two (2) stories in height must have a living area of not less than 2550 square feet heated area. 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 the residence shall consist of not less than sixty percent (60%) brick, stone, stucco, or other masonry construction. No used materials of any kind will be permitted. Log homes will be excluded from the sixty (60%) masonry exterior; all other specifications will be sustained. No aluminum or vinyl siding is allowed on any exterior walls except on cornices and gables, which must be contained to forty percent (40%) maximum. Small adjustments of the 60/40 ratio on exterior building materials may be waived if first approved by the Declarant.

Prohibition of Noxious or Offensive Activities

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 subdivision.

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. All containers for the storage or disposal of garbage and trash shall be kept covered, and in a clean, sanitary condition. No trash burning will be permitted.

Sanitary Facilities

All lavatories, toilet, and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks, and lateral lines. Minimum requirements for the installation of septic systems are set forth by the Upper Neches River Municipal Water Authority: Mailing address: P.O. Box 1985, Palestine, Tx, 75802. No outside or surface toilet shall be permitted under any circumstances whatsoever.

Construction Completion

The Owner must complete exterior construction of residence and/or detached garage within twelve (12) months from the date of signed approval of plans.

Fencing

No barbed wire, hog wire, chain link, chicken wire, goat wire, or similar type fencing shall be

erected on any Lot within Water Ridge West subdivision. All fencing shall be of a decorative nature, such as polymer, masonry, or decorative iron, must maintain a height of no more than six (6) feet. Any solid fencing must maintain a minimum setback of twenty (20) feet from rear lot line.

Clothes Drying Facilities

Outside clotheslines or other facilities for drying clothes or airing clothes shall not be erected, placed or maintained on any Lot 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(s) of any kind for profit will be maintained on, or in front of, any Lot nor shall such property in any way be used for anything other than strictly residential purposes. These restrictions shall not be construed to being prohibitive of the practice of architecture, accountancy, engineering, computer programming, counseling, individualized teaching or tutoring, general or special consulting, or any similar, analogous professions or skills; however, no sales of tangible goods of any kind shall be permitted to be made on any Lot except sales which are only occasional, such as a garage sale, and that no more than one non-resident may be employed at any time.

Animals

No livestock or commercial animal housing shall be erected, operated, or maintained on the property for any purpose. Nothing herein shall prohibit 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 dangerous or very large exotic animals may be raised, bred, kept, or maintained on any Lot.
- B. No animals of any kind shall be raised, bred, kept, or maintained on any Lot in such a manner as to cause a safety, health or hazard risk to humans and permitted animals, or in such a manner as to cause a noise, odor, or other nuisance.

Prohibited Structures and Items

No mobile homes, modular homes, house trailers, or similar manufactured residence structure, shall be erected, parked, or otherwise situated on any Lot for any reason. No used structure, building, or

residence shall be moved onto any Lot for any reason at any time.

No wrecked, junked, broken down, or inoperative automobile, truck, bus, motorcycle, other motor vehicle, boat, trailer, or any part thereof shall be placed on any Lot in Water Ridge West Subdivision.

Special Provisions for Limited R.V. Placement

Declarant shall make a special provision for occasional parking of a R.V. (recreational vehicle), camper, etc for property owners as follows:

1. Property owner will be permitted to park above described vehicle on Lots for a duration of not more than three days (3) and not more than six (6) periods of three days in any given year. No continuous or consecutive days or times will be permitted. R.V.s must be moved and reestablished on said Lot every three (3) days and six (6) period limit.
2. Declarant will permit R.V.s on said Lot for the purpose of overseeing construction of one's own residential (home) construction for a period of time not to exceed six (6) months for exterior completion and six (6) months for interior completion, provided that a main residence river authority septic system has been previously installed. This comprises the entire allotted time for R.V. parking as a temporary residence and may not be repeated under any circumstances. Any lot owner interested in utilizing this special provision must first notify the Declarant in writing of the intended starting date of construction.

Setbacks

The residence or building on any individual Lot must maintain a minimum setback of twenty (20) feet from the front and rear Lot line and seven (7) feet from the Lot lines abutting other Lots. For the purposes of this covenant, eaves and steps shall not be considered as part of a building, provided that this shall not be construed to permit any portion of a building to encroach upon any other Lot, lake, or road, unless the Owner is in possession of multiple (more than one) contiguous Lots, in which case the residence and buildings may encroach into interior side Lot lines.

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, 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 Lot; but the propane tank must not exceed a maximum of 500 gallons, and the propane tank must be underground as not to cause an unsightly appearance.

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 restrictions 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 judgement 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 insure to the benefit of, and be enforceable by the Declarant, Declarant's successors in title to any property which is contiguous to the property described above, and Owner, or any association of Owners, and their respective legal representatives, heirs, successors, and assigns unless the covenants, conditions, and restrictions are amended as provided herein, the covenants, conditions, and restrictions of this Declaration 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 of this Declaration 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 seventy five percent (75%), or six (6) out of eight (8) of all the votes. There is a total of eight (8) votes. Every owned Lot constitutes a single vote.

No amendment shall be effective until recorded in the Real Property Records of Henderson County, Texas, or until the approval of any government entity or regulatory body, which is required by law, is obtained.

Effective as of the date the 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

obligation to perform any duties of the Declarant with the necessity of any further writing of assignments of such rights and obligations by the Declarant, during the terms of the Declaration and thereafter. Neither Declarant nor the Partners, Officers, Directors, Members, Employees, Real Estate Brokers, Agents of it shall be liable for damages or otherwise to any Owner of any property relying on these restrictions of 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, Agents of it, to recover any such damages, and hereby releases all claims, demands, and causes of action against the Declarant arising out of or in connection with any decision, action, judgement, negligence, enforcement action or any other act or omission by the Declarant in connection with the enforcement (or lack thereof) in this declaration.

Executed by said Declarant, this 27 day of FEBRUARY, 2014.

Michael A. Aubuchon
Michael A. Aubuchon

STATE OF TEXAS}
COUNTY OF HENDERSON}

This instrument was acknowledged before me on the 27TH day of FEBRUARY, 2014 by Michael A. Aubuchon, Owner of WATER RIDGE WEST, a subdivision in Henderson County, Texas.



Cynthia A. Bradberry
Notary Public, State of Texas

CYNTHIA A. BRADBERRY
Notary Printed Name