

File no. 2726

RESTRICTIONS FOR SHELTER COVE

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THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK:

THAT WHEREAS, SOUTHWESTERN SAVINGS ASSOCIATION, successor to SOUTH COAST BUILDING AND DEVELOPMENT COMPANY, INC., (herein referred to as "Developer"), is the owner of that certain real property in Polk County, Texas, known as SHELTER COVE Section III, as amended, (said Section being sometimes referred to herein as "the Subdivision"), according to the maps or plats of SHELTER COVE filed for record in the office of the County Clerk of Polk County, Texas, on March 23, 1970

and recorded in Volume 3, Page 96, and amended by plat filed May 24, 1971, recorded in Vol. 4, page 35 of the Map Records of Polk County, Texas, to which plats and the record thereof

reference is here made for full and particular description of said property; and

WHEREAS, Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the lots in the Subdivision for the benefit of the present and future owners of said lots and for the protection of property values in the Subdivision:

NOW, THEREFORE, in consideration of the premises, Developer does hereby adopt and impress upon the premises aforesaid the following declarations, reservations, covenants, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the Subdivision including the dedicated roads, avenues, streets, and waterways therein; and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following provisions, regardless of whether or not the same are set out in full or by reference in any such contract or deed. Where deeds have been issued prior to this date, the covenants are to be considered as amendments as provided in paragraph nine (9) of the restrictive portion of contracts or deeds previously executed by Developer. Where improvements on lots as described herein do not meet these restrictions, at this time, Developer shall have the right to waive compliance for present owners but upon transfer of title by contract or deed to subsequent owners, recordable certification shall be required that Owner is not in violation of Restrictions as outlined on the following pages:

1. The land shall be used for the purposes of one private, single family residence and appropriate uses accessory thereto. No building or structure shall be erected within twenty (20) feet of any of front lines of said lot.

No building or structure of any sort shall be built or placed within five (5) feet of the side lines of said lot. All structures must comply with government laws and regulations and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver by the Grantor of compliance with such laws and regulations. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the State and local departments of health, and shall be maintained by the Grantee at all times in a proper, sanitary condition and in accordance with applicable State and County sanitary laws. All plumbing and drains must be connected with watertight septic tanks of approved construction. No septic tank or line shall be placed within 100 feet of the water edge. No sign of any description may be erected or placed upon any portion of the land without the express written approval of the Grantor, his heirs, executors or assigns. No tent or outbuilding shall ever be erected or maintained on the tract and no garage or basement shall at any time be used as a temporary or permanent residence.

2. If the parties hereto, or any of them or their heirs, successors, or assigns shall violate any of the covenants or attempt to violate any of the covenants herein, it shall be lawful for the undersigned, South Coast Building and Development Co., Inc., their successors or assigns, to enter and abate such violations without liability, or he, his heirs, administrators or assigns, and any other persons owning any real property situated in said Subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or cause to be removed such violation or to recover damages for such violation.

3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

4. The land shall be used for residential purposes only, except those lots which are designed on the official plat of said addition as being commercial lots, and except those lots which may from time to time be designated by Grantor, his heirs, executors or assigns, for business, recreational or commercial purposes.

5. No animals shall be kept or maintained on the premises except for customary household pets.

6. The Grantors, for himself, his heirs, executors or assigns hereby reserves the right without further assent or permit from the Grantee, his, her, their, or its successor in title, to himself or to grant to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues or ways on which said above described lot abuts, or upon any part of said lot at the election of Grantor, electric light, telephone and telegraph poles and wires; water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Grantor or any public utility company or municipality be deemed necessary or useful in connection with the beneficial use of said roads, streets, avenues, and ways, and only in and on said lot hereinafter described when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconveniences caused thereby against the Grantor or any public utility company or municipality or any of its agents or servants are hereby waived by the Grantor for (his, her, their, its) successors in title.

7. No hunting shall be allowed in any area in said subdivision.

8. The land shall be subject to the reservation of all minerals in and under the property and subject to any and all oil and gas leases affecting such land and subject to all easements, rights-of-way, stipulations, restrictions and reservations of record affecting such land.

9. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described land and shall be binding upon the Grantees heirs, executors, administrators, and assigns. The Grantor reserves the right to make such reasonable changes in the hereinabove restrictions as Grantor may deem reasonably necessary or desirable.

10. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2000 A. D., at 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 tracts has been recorded, agreeing to change said covenants in whole or in part.

11. Grantor reserves the right to enter upon the land conveyed at any time to preserve the restrictions, conditions, covenants or agreements herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to the one occurring prior or subsequently thereto, and invalidation of any one of these covenants or part thereof, by judgment or court order shall in no wise affect any of the other provisions or part thereof which shall remain in full force and effect, and any written approval by the Grantor, his heirs and assigns of any act shall be subject to any Municipal County, State, or Federal rules, regulations or laws.

SUPPLEMENT TO RESTRICTIONS AS PROVIDED FOR IN PARAGRAPH NINE (9) ABOVE:

(1) Use. Lots numbered One thru Twenty Three (1 - 23) and Twenty Seven thru Sixty-Six (27 - 66) and Eighty thru Ninety Three (80 - 93) are hereby designated Mobile Home Lots. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes.

Lots numbered Twenty Four, Twenty Five, Twenty Six (24, 25, 26) and numbered One Hundred Ninety Eight (198) thru Two Hundred Fourteen (214) are designated as Commercial Lots: Developer shall have the right to acquire additional property to enlarge Shelter Cove subdivisions in which case owners as described above shall also be subject to all of the rights, benefits and duties of other owners in the Subdivision.

(2) Lot Area. No lot shall be re-subdivided without the specific approval of the Developer, and only one single family residence or Mobile Home may be erected, placed or permitted to remain on any Residential Lot.

(3) Architectural Control. To aid in the assurance that improvements to be constructed or moved to this Subdivision add to the general quality and that the structure shall blend harmoniously with other improvements in the Subdivision, no residence, Mobile Home or other structure shall be constructed, completed, added or thereafter maintained upon the premises unless and until the Developer shall have first approved in writing detailed plans and specifications of such proposed structure, addition or alteration. In the event the Developer disapproves of any such plans, specifications, or plot plans, notice of such disapproval shall be by delivery in person or by registered or certified letter addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice must set forth in general the elements disapproved, and the reason or reasons therefore, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Developer in this respect, in the exercise of its discretion, shall be final and conclusive. If said Developer fails to approve or disapprove said plans, specifications and plot plans within thirty (30) days after the same have been submitted to it, it will be presumed that the same have been approved.

(4) Structures:

- (a) No dwelling other than a mobile home shall be erected or permitted to remain on any residential lot unless the dwelling has a floor area of at least 600 square feet of living area (when measured to exterior walls), exclusive of attached garages, carports or porches. Mobile homes or similar structures must be of sufficient size as determined by Developer to accommodate the occupants without overcrowding.
- (b) No structure shall be used or occupied until the exterior thereof, as approved pursuant to paragraph (3) above, is finished and water and sanitary sewerage disposal facilities (complying with 12 below) are completely installed and operable. If underground electrical service is furnished each lot served will be required to pay a connection charge for the electric service from the pedestal to the residence. This charge is to be paid to the Electric-Power Company furnishing such service.

- (c) If one structure is constructed on a homesite consisting of more than one lot, the combined area shall (for this purpose) be considered as one lot.
- (i) The set-back lines may be relaxed by decision of the Developer if the above prescribed distances are not feasible, considering the terrain and topography of the lot.
- (d) No camping trailer, tent, shack, garage, barn or other out-building or structure of a temporary character shall at any time ever be attached to the property or be used as a residence temporarily or permanently; nor shall any structure ever be moved into or permitted to remain on any lot except during construction of permanent structure without the prior written approval of Developer.
- (e) Once construction on an approved structure has commenced, it shall, with reasonable diligence, continue and shall be completed within six (6) months thereafter (unless prevented by war, strikes, or acts of God) as to its exterior, and all temporary structures shall be removed.
- (5) Nuisances. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood. Repair of motor vehicles (except in an emergency and on a temporary basis) is prohibited, freezers, refrigerators, washers, dryers or other household appliances may not be placed outside the Mobile Home or residence nor may windows of such structures be covered with metal foil.
- (6) Garbage and Trash Disposal. No lot shall be used as a dumping ground for garbage, trash, or rubbish.
- (7) Storage of Materials. No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.
- (8) Animals. No horses, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind and number) may be kept on any lot. Should such pets become a nuisance in the opinion of the Developer, they must be removed from the premises and the Subdivision.
- (9) Drainage Structures. Drainage structures under private driveways shall always have a net drainage opening of sufficient size to permit the free flow of water without backwater.
- (10) Unsightly Storage. No unsightly storage shall be permitted on any lot including (but not limited to) disabled automobiles, trucks, boats, trailers or other types of machinery or equipment.
- (11) Cleaning Lots. All purchasers of lots, their heirs and assigns, agree to keep the property purchased mowed and cleaned and if this is not done, the Developer may, without notice and without any liability for any type of damages, clean the lot and mow the grass and weeds and charge the purchasers or other subsequent owners of the property the cost of mowing and cleaning their said lots not to exceed \$5.00 per mowing per lot. Each lot must be mowed a minimum of four times per year.
- (12) Sewerage. All lots must be connected to the central treatment plant when service is available.
- (13) Easements. Perpetual easements are reserved over and across the lots and streets in the subdivision for the purpose of installing, repairing and maintaining, or conveying to proper parties so that they may install, repair, and maintain electric power, water, sewerage, gas, telephone and similar utility facilities and services for all the lots and properties in the Subdivision as follows: A ten foot utility easement is reserved along both the front and rear of all lots in the subdivision except that lots numbered twenty-seven (27) through sixty-six

(66) shall have a five foot utility easement at the rear of each lot. There is also reserved and dedicated hereby for the use of the Developer and any private or public utility company an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above easements as described above. Easements as required by any public or private utility company are hereby dedicated along or across any street as shown on the recorded plat of the Subdivision. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Subdivision as herein defined and any other land owned or acquired by the Developer in the vicinity thereof, and shall also inure to the benefit of and may be used by any public or private utility company entering into and upon said property for the purpose aforesaid without the necessity of any further grant of such easement rights to such utility companies. Title to all such utility facilities as described herein is retained by the respective utility companies.

(14) Partial Invalidity. Invalidation of any covenant or restriction (by court judgement or otherwise) shall not affect, in any way, the validity of all other covenants, restrictions, reservations and conditions, all of which shall remain in full force and effect. Acquiescence, regardless of time involved, in any violation shall not be deemed a waiver of the rights to enforce against the violator or others the conditions and covenants so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected, and to recover the cost or damages thereof.

(15) Assessments. There is hereby levied an annual assessment of \$25.00 against each "lot" in the Subdivision. For the purpose of this paragraph (15), the term "lot" shall be deemed to refer to any residential unit comprising not more than two of the lots as shown on the recorded plat of Shelter Cove Subdivision. Such assessment charge shall be paid by the owner of each lot annually, in advance, on or before the first day of July, 1972, and annually, on July 1st of each subsequent year. All amounts payable by virtue of such assessments shall be used to create a fund for the operation and maintenance of the recreational facilities, for the enforcement of the restrictions set forth in this instrument, for street maintenance (until such maintenance is provided by the county or other governmental unit), and to otherwise promote the betterment, beautification, and security of the Subdivision, all as the Developer may from time to time determine.

All matters relating to the assessment, collection, expenditure and administration of the fund shall be determined by Developer and the Developer may, at its sole discretion, at any time and from time to time, exempt any lot in the Subdivision from the payment of such assessment. The amount of said assessment may be changed by the Developer to cover cost of services as described herein. Delinquent assessments shall bear interest after 90 days at the maximum permitted by law and if collected through any court, such court costs and attorney fees as set by the court shall be added to said assessment. In the event and at such time as the Developer may hereafter determine to establish a non-profit corporation or association, the Developer reserves the right to transfer and assign unto such non-profit corporation or association all of its rights and powers with respect to the collection, assessment, expenditure and administration of the fund established by the assessments provided for above. At such time as the Developer may determine to transfer and assign any or all of its rights and responsibilities with respect to the assessments to a non-profit corporation or association, it shall do so by written declaration filed for record with the Office of the County Clerk of Polk County, Texas. Developer may also likewise assign the responsibility for enforcement of the architectural control provisions set forth in paragraph (3) hereof and for the enforcement of all restrictions set forth herein to such non-profit corporation or association, in which event such non-profit corporation or association shall have all the rights, responsibilities, powers, and authorities of the Developer with respect thereto.

(16) Lien to Secure Assessments. In order to secure the payment of the assessments provided for in paragraph (15) hereof a vendor's lien shall be and is hereby expressly reserved in the deed from the Developer to the purchaser of each lot or portion thereof in the Subdivision, which lien may be enforceable by appropriate judicial proceedings regardless whether same shall be expressly referred to in the original deed from the Developer covering any such lot or in any deed hereafter granted by any subsequent owner thereof. Such vendor's lien shall be automatically second and subordinate only to the lien or liens of any bona fide lender who hereafter lends money to the owner of any lot for the purchase of such

property or the construction of improvements on such property. However, the Developer shall have the right, in its sole discretion, to subordinate such vendor's lien to any other lien which the owner of any lot may hereafter from time to time desire to place against such lot. However, it is expressly agreed that the foreclosure of any prior lien against any lot shall extinguish only the amount of any accrued and unpaid assessments against such lot as of the date of such foreclosure, and shall not terminate the liability of the owner of such lot for payment of assessment which shall accrue subsequent to the date of such foreclosure, and the vendor's lien provided for herein shall continue to secure any such assessments which shall accrue subsequent to the date of any foreclosure of a prior lien. In the event Developer transfers the right to collect the assessments, as provided for in paragraph (15) hereof, to a non-profit corporation or association, Developer shall likewise have the right to transfer and assign its right to all vendor's liens securing payment thereof to such non-profit corporation or association.

EXECUTED this 1 day of MAY, 1972.

SOUTHWESTERN SAVINGS ASSOCIATION, (Successor to South Coast Building & Development Company, Inc.)

By W. A. Hancock  
W. A. Hancock, Vice President

ATTEST:

By Thomas Pope  
Secretary

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. A. Hancock, Vice President of Southwestern Savings Association, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Southwestern Savings Association, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1<sup>st</sup> day of MAY, A. D., 1972.

Irma Jennings  
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS  
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 7<sup>th</sup> day of June 197...2 at 9 o'clock A...M and was this day duly recorded at 10:15 o'clock A...M, in Vol. 267... Pages 831... et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 13<sup>th</sup> day of June 197...2

K. W. KENNEDY  
Clerk, County Court, Polk County, Texas  
By James L. ... Deputy

