

BEN ROY BAY ADDITION RESTRICTIONS

These restrictions are recorded in Vol. 1590, Pg. 182 of the Deed Records of Smith Co., Texas and are as follows:

1. All lots shall be used exclusively for residential or club house purposes, except lots reserved by Developers for marina, boat houses, boat storage facilities, parking lots and recreational use.
2. No more than one single family dwelling, mobile home or club house shall be erected or placed on any lot. A lot owner may use a travel trailer, motor home or camper on his provided said travel trailer, motor home or camper has self contained toilet facilities with holding tank. The use of a travel trailer, motor home or camper shall not exceed 10 days in any calendar month. The travel trailer, motor home or camper shall not be left in the subdivision for over 10 days in any one month.
3. Any building or structure moved on or constructed on the premises shall first be approved in writing by Developers.
4. No building or structure of any kind shall be located on said lot within 10 feet from the front or roadside of the lot, nor within 5 feet from the sides or from another lot. For the purpose of this covenant, eaves, steps or open porches shall not be considered a part of the building or structure.
5. No Structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except as provided in paragraph 3 above. All mobile homes shall be completely skirted with no wheels, piers or pilings exposed to view within 60 days from the date the said mobile home is moved on the lot. It is further provided that any mobile home which may be moved on Ben Roy Bay must be a minimum of 700 square feet of living area and if over two years old at the time it is moved in the addition, must be approved by Developers.
6. No animal, livestock or poultry of any kind shall be raised, bred, boarded, or kept on any lot, excepting dogs, cats or other household pets. Fires must be contained, enclosed and carefully supervised. The lot shall be kept clean and free of trash, garbage and debris at all times.
7. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision in which said lot is located. It is specifically provided that the firing or discharging of firearms in the Subdivision shall be considered a offensive activity and a nuisance and is prohibited.
8. Notwithstanding anything to the contrary contained herein the Grantors herein, their successors and assigns reserve for themselves and their designated agent or agents the right to use any unsold lot or lots for a temporary office location and right to place their sign or signs on any unsold lot in said subdivision, together with the right to dedicate and/or use any lot in said subdivision as they deem necessary or desirable for the use or benefit or property owners.
9. Developers reserve the right to designate and use any unsold lots for boat landings, boat docks, boat storage facilities and/or marina.
10. It is further agreed that in any deed executed by Developers said deed will contain the following provision: "Grantor reserves and excepts from this conveyance all oil, gas and other hydro-carbon minerals."
11. These restrictions, covenants and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date hereof.
12. No tractor-trailer or trucks shall be parked overnight on any of the streets in this subdivision.
13. It is specifically provided that any lot owner will mow his lot a minimum of once prior to May 15, once between May 15 and July 15 and once between July 15 and September 15 of each year. In the event said lot owner fails to mow said lot during the time provided, Developer has the right to have said lot moved and have reasonable cost of said moving charged against said lot and lot owner. This will be considered as a lien against the property. If any portion of these restrictions shall be declared invalid by judgment or court order, it shall not affect the validity of any other provision or portion hereof.