

SECOND AMENDED RESTRICTIONS OF "FOREST HILLS" SUBDIVISION
SECTIONS TWO AND THREE

OF
JASPER COUNTY, TEXAS

115537

THE STATE OF TEXAS

COUNTY OF JASPER

WHEREAS, Sabine Investment Company of Texas, Inc. developer of FOREST HILLS SUBDIVISION, Section Two & Three, of Jasper County, Texas, herein called "SUBDIVISION", according to plat filed August 14, 1972, executed by Sabine Investment Company of Texas, Inc., which plat was filed in Volume 1, page 107-108 respectively in the Plat Records of Jasper County, Texas, to which plat and its record reference is hereby made for all purposes; and,

WHEREAS, Forest Hills Improvement Association, Inc. hereinafter called "ASSOCIATION", organized and incorporated under terms of Amended Restrictions of Forest Hills Subdivision Two and Three filed September 25, 1972, in Volume 248, Page 476 of the County Clerk Records, Jasper County, Texas; and,

WHEREAS, it is desirable and advisable for the benefit of the public in general and persons purchasing lots in said Subdivision to place restrictions and conditions thereon designating and describing the manner and for what purposes lots in Subdivision may be used, and the type and size of all structures erected in said Subdivision, which purposes are to be effectuated by these Restrictions:

NOW, THEREFORE, Forest Hills Improvement Association, Inc., hereby establishes the following reservations, conditions and restrictions of the FOREST HILLS SUBDIVISION, SECTION TWO & THREE, to be covenants running with the land, binding upon and to inure to the use and benefit of itself, its successors and assigns and to purchasers of lots in said Subdivision.

1. LAND USE

A. No lot shall be used for other than single family residential purposes. Single family homes shall be permitted on any lot, provided that site planning and architectural design are approved in advance of construction by the Improvement Committee and that setbacks and easements are observed. No individual living unit shall have less than one thousand (1,000) square feet of living area. Appropriate accessory buildings and small area back yard fences are permitted, subject to architectural control. The movement of mobile homes, old houses, campers, or contrived or temporary structures into the subdivision, to be used for residential purposes, is specifically

excluded. Travel trailers or motor homes are permitted to be stored in the subdivision provided the travel trailer or motor home is stored on the same property and in close proximity to the property owner's residence and as obscured from street view as is practicable. A travel trailer or motor home cannot be stored on a vacant lot. Completion of the exterior of any building shall not exceed six (6) calendar months. No lot or living unit shall be used or rented as temporary housing for transients:

B. No structure of a temporary character such as a mobile home, tent, shack, garage, barn, travel trailer, motor home, camper, or other facility shall be used on any lot for residential purposes. This shall not exclude the temporary use of small tents as play houses by children and shall not exclude the erection of temporary quarters such as a camper, travel trailer, or motor home, not in continuous use during the construction of a permanent dwelling, provided such temporary structure is approved and a permit issued by the Improvement Committee. The use of such structure shall not be in violation of sanitation and health regulations applicable thereto. Use of the temporary structure shall cease and, unless a travel trailer or motor home is to be stored as provided under covenants 1-(A), the temporary structure shall be removed from the subdivision upon completion of the exterior of the permanent dwelling.

C. Except as herein provided, no building or structure shall be located on any lot nearer than twenty-five (25) feet from the front property line, or nearer to any side street line than twenty-five (25) feet therefrom. Likewise, no building shall be located nearer than ten (10) feet to an interior lot line, or nearer than ten (10) feet to the rear lot line except on lots having water frontage, whereupon no building shall be located nearer than ten (10) feet to the 179' MSL flowage easement line as retained by the U.S. Corps of Engineers on waterfront property abutting the Sam Rayburn Reservoir. Further, no portion of any structure shall be permitted to encroach upon land owned by the United States, without the specific permission of the Corps of Engineers. However, except in those instances requiring permission of the Corps of Engineers, the Improvement Committee may grant variances from compliance with the setback requirements contained in this paragraph.

D. By acceptance of his Deed or contract of sale, each purchaser agrees and consents to and joins in all of the terms and provisions of these restrictions and to payment of all charges made pursuant hereto.

2. SUBDIVISION WATER AND SEWAGE STSTEMS

A. A central water supply and sewer system and the water and sewer service lines to each living unit will be provided. Each and every living unit in the record subdivision shall be required to utilize the water and sewer systems. The water and sewer systems will be installed and maintained by the Developer, its successors or assigns.

B. Water and sewer fees will be payable on a regular basis as may be established by the operator, and purchasers may be required to execute a contract for water and sewer service.

C. Water and sewer service will be provided at an exterior lot line at a location optional to the Operator. It shall be the purchaser's responsibility to install whatever lines are required to serve his dwelling from that point.

D. No private water systems and no privies or private disposal systems shall be allowed in the Subdivision. Wells and lake water pumps are permitted for yard sprinkler systems. Lake water pumps are subject to the Neches Valley Utility District and the U.S. Corps of Engineers restrictions.

3. GAS RESTRICTION

No butuane or propane gas tanks or systems will be maintained or allowed in the subdivision. This shall not exclude small propane tanks used for outdoor gas grills or cookers.

4. ELECTRICAL SERVICE

All electrical lines in Forest Hills Subdivision are underground and lines are furnished by the electric company to the service pedestal. Service lines from the pedestal to the building entrance will be installed by the Deep East Texas Electric Co-Operative at the expense of the lot owner. Charges by the Co-Operative for such work shall be in accordance with its then customary charges for similar work. The Co-Operative will own and maintain such lines to their service entrance, and install, at its expense, the meter but not the meter loop and protective equipment.

5. RECREATION FACILITIES

The Improvement Committee shall have the right to operate legitimate recreation facilities upon the areas designated as "parkways", or upon any lot or lots on the map of said subdivision, and shall have the right to construct, with property owners' approval, and to operate any/all facilities in connection therewith, such as swimming pools, tennis courts, and other types of recreational facilities.

A. Except as herein otherwise provided, no person shall have the privilege to use any of the facilities of the Association unless such person is a member of the Association or is a member of the immediate family of a member of the Association. Members of the Association shall have the right to have visitors and guests who will have the privileges of all facilities in the Subdivision as a guest of a member. The Improvement Committee has the right to define the immediate family of a member of the Association, including without limitation the number of guests that may use the common properties and facilities, or any part thereof, at the same time.

B. Members and guests will lose the privilege of using the recreation facilities upon violation of any of the covenants of the Deed Restrictions, the recreation facilities regulations, or the non-payment of the total Association fees, until reinstated by the Improvement Committee.

C. Purchasers and owners of lots in Forest Hills Subdivision, Section I, shall have the privilege of using the recreation facilities of the Association upon comparable terms as owners of lots in the Subdivision and in accordance with the rules and regulations of the Association, and upon payment of the fees and charges as may be required by the Association.

1. Any eligible person desiring to use the facilities under this paragraph, shall execute such documents as required to assure the Improvement Committee that fees and charges they might owe the Association will be paid.

2. Any person exercising the privileges afforded under this covenant may have the privileges cancelled upon violation of these restrictions, or any regulation, or for non-payment of the fees required by the Association:

3. It is specifically provided that persons exercising the privileges of this covenant shall not have any right to vote in any election or upon any issue before the Association.

6. EASEMENTS

Easements for installation and maintenance of any and all utilities and drainage facilities are reserved as shown on the recorded plan, and for a distance of ten (10) feet from the front and rear of each and every lot and ten (10) feet from the Flowage Easement line of any lot, and for a distance of five (5) feet inside each and every lot line and over the entire area of all commonly owned or dedicated streets and parkways. If an easement is no longer needed, the Improvement Committee may release any such easement.

7. STREETS

A. Upon the approval of a majority of the property owners in the subdivision, the streets as shown on the Subdivision Plat, filed in Volume 1, pages 107-108, Plat Records, Jasper County, Texas will be dedicated to the county of Jasper.

B. Unlicensed all-terrain vehicles (ATV's) are not permitted on the subdivision streets or parkways. The use of such vehicles in the subdivision is restricted to the boundaries of the individual property owner's property.

8. DEDICATION OF PARKWAYS

Each and all of the areas designated on said plat of said subdivision as "Parkway" is hereby and herewith dedicated as park areas for the use and benefit of all persons owning property in said subdivision.

9. FIREARMS

Firearms shall not be used or displayed in any irresponsible or dangerous manner.

10. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that a reasonable number of dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. Reptiles and arachnids are specifically excluded. Vicious pets shall be kept on a leash or inside an approved fence.

11. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping or storage ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Each lot owner shall be responsible for disposing of all of his trash, garbage and rubbish in a sanitary and expeditious manner. Failure to take action after notification, the trash, garbage, or other rubbish will be disposed of at the property owner's expense.

12. OIL AND MINING OPERATIONS

No drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tank tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil, or natural gas shall be erected, maintained or permitted upon any lot.

13. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. FOREST HILLS IMPROVEMENT COMMITTEE

A. The Improvement Committee shall be the Board of Directors of the Forest Hills Improvement Association, Inc.. Members of the Board of Directors shall be

elected annually at the property owner's annual meeting. A property owner shall be entitled to one vote for each lot or living unit to which he then holds record title in the Subdivision. Eligible votes shall not exceed one per lot or per living unit, regardless of multiple ownership arrangements.

B. Written notice of such election, given by actual notice or by addressing such notice by mail to the last known address of each addressee at least ten (10) days prior to such election, shall be given to each of the then property owners, as reflected on the Association records, in the Subdivision. Certification as to the mailing of such notices shall be deemed to be sufficient under these rules. Votes shall be evidenced by written ballot and the ballot shall be retained for at least one (1) year after such election. Election shall be by the majority vote of those owners then voting in such election. Vacancies occurring between elections shall be filled by the remaining members of the Improvement Committee.

15. THE IMPROVEMENT COMMITTEE SHALL HAVE THE FOLLOWING POWERS AND FUNCTIONS:

A. Collect and expend, in the interest of said Subdivision as a whole, the maintenance and recreation fund herein created.

B. Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any property owner in said subdivision).

C. Approve or reject all plans and specifications for improvements to be constructed in said Subdivision. All plans and specifications for improvements must be submitted to the Committee for approval prior to the commencement of construction of any improvement. If the Committee fails to act within thirty (30) days after submission of plans and specifications, construction in accordance with these restrictions may begin.

D. The Committee shall be the governmental body of the Forest Hills Improvement Association, Inc.. Such Association shall consist of the owners of all lots and/or living units in said subdivision.

16. MAINTENANCE AND RECREATION FUND

A. Each lot or living unit in said Subdivision is hereby subjected to an annual maintenance and recreational charge to be set by the property owners, which charges are to be fair, equal and uniform, for the purpose of creating a fund to be known as "Maintenance and Recreational Fund", to be paid by the property owner, and payable annually on the first day of January of each and every year in advance. Existing multiple living units shall be subject to payment of the full amount for each living unit of the charges established.

B. Funds arising from said charge shall be applied, so far a sufficient, toward the payment of maintenance and operating expenses, incurred for any/all of the purposes herein stated: lighting, improving and maintaining the streets, facilities, caring for vacant lots, and doing any other thing necessary or desirable in the opinion of said Committee to keep the property neat and in good order, or which it considers of general benefit to the owners of property in said Subdivision, it being understood that the judgement of said Committee in the expenditure of said funds shall be final so long as such judgement is exercised in good faith.

C. Dead trees that present a possible hazard, will be cut and removed by the lot owner. Failure to take this action, after notification, the trees will be cut and removed at owner's expense.

D. Subject to Association member's approval, said fund shall be applied to the purchase or the lease of land to be used for any of the purposes herein stated; purchase and operation of the utilities systems of the Forest Hills Subdivision; construction of recreation facilities, such as swimming pools, tennis courts, etc..

E. Such maintenance and recreation charge will extend for a period of five (5) years from January 1, 1998, and shall be extended automatically for successive periods of five (5) years unless a majority of eligible votes in said Subdivision vote to discontinue such charge, such action to be evidenced by written instrument signed and acknowledged by the then owners of such votes and recorded in the Deed Records of Jasper County, Texas.

F. The Committee shall limit expenditures to normal operations and maintenance expenses. Major improvements over \$1,000.00 shall be approved by the property owners.

17. TERM

These amended covenants and restrictions will be effective September 25, 1997, and shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of five (5) years, after which time such covenants shall be extended automatically for successive periods of five (5) years, unless an instrument signed by a majority of the then property owners has been recorded, agreeing to change such covenants in whole or in part or to revoke them.

18. SANITARY CONTROL EASEMENT FOR WELL SITE

No lot or lots located within 150 feet of the water well serving the subdivision shall be used for any purpose which might create a danger of pollution or sanitary hazard to the water well, including, but not limited to, septic tanks and drainfields, cesspools, privy, stock pen, dump ground, or any other such facility. This easement shall remain in full force and effect so long as the water well is maintained in

operation or is reasonably expected to be placed in operation as the water supply for the Subdivision.

19. ENFORCEMENT

Enforcement of these covenants and restrictions may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement by law may be by the owner of any lot in said Subdivision or by the Improvement Committee.

This is a true copy of the amended deed restrictions for Forest Hills Subdivision, Sections II and III as voted on by the membership, effective September 25, 1997.

FOREST HILLS IMPROVEMENT ASSOCIATION, INC.

by: Barbara Miller
Barbara Miller, President

THE STATE OF TEXAS

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COUNTY OF JASPER

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BEFORE ME, the undersigned authority, on this day personally appeared Barbara Miller, who, by me duly sworn, stated under oath as follows:

"My name is Barbara Miller. I am president of Forest Hills Improvement Association, Inc. A majority of the owners of the lots in Forest Hills Subdivision, Sections Two and Three, voted to change the Deed Restrictions to said Subdivision, and the Second Amended Restrictions of Forest Hills Subdivision, Section Two and Three, of Jasper County, Texas, to which this Affidavit is attached, are the Restrictions and Covenants which the majority of the owners of the lots have voted and approved."

SIGNED on this the 24th day of September, 1997.

FOREST HILLS IMPROVEMENT ASSOCIATION

By: Barbara Miller
Barbara Miller, President

THE STATE OF TEXAS

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COUNTY OF JASPER

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This instrument was acknowledged before me by Barbara Miller on this the 24th day of September, 1997.



Gary H. Gatlin
Notary Public, State of Texas

Filed for Record 9-24-97
at 2:20 o'clock P. M.
EVELYN STOTT

Clerk, County Court, Jasper County, Texas
By Barbara Jackson
Deputy