

**RESTRICTIONS**  
**Pertaining to**  
**GOLDEN ACRES**  
***Amended October 16,2021***

I

All of the above described property shall be known and described as residential property, and no structure shall be erected, altered, placed or permitted to remain on said property other than one detached single family dwelling, having accommodations and occupied or to be occupied only by one family, together with other usual and customary accessory buildings. None of said lots shall ever be used for business purposes.

II

Each dwelling/house shall contain a minimum of 1,000 sq. ft. of living area, exclusive of carports and garages and porches. No barndominiums of any type are acceptable. Residential structures must be constructed entirely at the building site. Factory Built Houses as defined in Section VII are only allowed on the lots designated in Section XXII. All homes shall be finished brick, masonry, Austin stone, lumber or comparable material. Pitched roofs should be of asphalt shingles or metal roofing, exclusive of corrugated steel. Outbuildings of the material described above may be placed or built on lots with an existing home. Painted steel or painted aluminum storage buildings may be placed on residential lots that have a home constructed upon it, but no corrugated or unpainted metal buildings may be placed on any residential lot.

III

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish or inoperable vehicles. Trash, garbage or waste material shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

IV

No nonresidential structure, trailer, bus, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

V

No residential lot shall be subdivided without the approval of the Board of Directors of Association. However, should any two owners so elect, they may acquire any lot between and contiguous to their lots and divide said lot between themselves in any proportions they may elect, and thereafter the portion acquired by each shall be deemed and considered for all purposes as part of the lot then owned by each of them. The purpose of this provision is to allow Owners to enlarge the size of their lots by acquiring an intervening and contiguous lot and dividing it between themselves so as to

enlarge their lots. The acreage of blocks 12, 13, 14, and 16 can be subdivided into residential lots but no lot can be less than 12,000 square feet.

#### VI

No residence, including carport and/or garage, shall be located on any lot nearer than twenty (20) feet to the road lot line or any nearer than six (6) feet to the side lot line of any lot. All other buildings are considered outbuildings and none shall be constructed nearer than thirty (30) feet to the road lot line nor nearer than six (6) feet to the side lot line. In the event of common ownership of more than one lot and the residence is on more than one lot, the combined area of the lots containing the home shall be considered as one lot. Outbuildings may not be placed upon a lot unless there is a residence constructed upon it or it adjoins a lot with a residence upon it with common ownership.

#### VII

Factory Built House is defined to be any structure built in a factory or other off premises construction facility and is transported and assembled if necessary at its installation site. No Factory Built Houses are allowed on any lots or areas within Golden Acres, with the exception of those permitted under Section XXII herein.

#### VIII

No animals, livestock or poultry of any kind, nor bees shall be raised, bred or kept on any lot except that dogs, cats or household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The Board of Directors have the ability to approve short-term exceptions for 4H or other school related projects, not lasting longer than 9 continuous months.

#### IX

No signs, billboards, posters or advertising devices for any purpose shall be erected on any lot or plot except for a standard real estate For Sale sign that may be placed if it does not exceed sixteen (16) inches by twenty-four (24) inches in dimension.

#### X

The roads in the subdivision are the property of the Golden Acres lot owners, who make up the Golden Acres Lot Owners Association (GALOA), who elect their own officers, and collect such sum or sums as they deem appropriate for maintenance and improvements for such roads. A portion of the maintenance fee can be used for the purpose of maintaining and improving the boat ramps, piers, parks and other facilities owned by GALOA.

#### XI

All buildings and structures shall be neat in appearance and all residences must be completed on the exterior within three hundred sixty-five (365) days from the beginning date of construction. The Golden Acres Board of Directors must approve all house

plans, including additions. All house plans must be submitted to the Board of Directors for approval prior to the beginning of construction.

#### XII

Owners retain an easement five (5) feet in width along the perimeter of the lots to be used for utilities. The exact location of utility lines is to be decided by the utility company.

#### XIII

The owners of each lot shall keep the same free of weeds and debris. Upon failure to do this, the Golden Acres Lot Owners may have the lot cleaned and the cost or expense thereof shall be payable by the appropriate owner to the Golden Acres Lot Owners Association. Any residence that is deemed uninhabitable, may be torn down at the owner's expense within six (6) months of condemnation. Uninhabitable means any house or structure that is deemed unsafe, or has no functional electric, water, and/or sewer for a minimum of six (6) continuous months.

#### XIV

No dwelling shall have outside toilet facilities but shall have a septic tank installed in accordance with the specifications and regulations of the State Department of Health of the State of Texas and the Houston County Lake Authority. All septic systems must be in good operating condition with no noxious odors or leaks present for more than 30 days. Should a sewer system be built which could serve any owner, he may use the septic tank above mentioned or connect with the sewer system.

#### XV

These restrictions are covenants to run with the land and shall be binding upon all parties under them until altered, changed, amended or revoked in whole or in part by the petition of the owners of at least sixty percent (60%) of the lots in the subdivision.

#### XVI

If any owners shall violate or attempt to violate any of the covenants and restrictions herein contained, GALOA or the Owner of any lot shown upon such plat shall be entitled these restrictions in law or in equity, and to restrain violation or threatening violation and to recover damage for any violation.

#### XVII

The invalidation of any of these covenants or restrictions by judgment or court order shall in nowise affect any of the covenants or restrictions herein contained, which shall remain in full force and effect.

#### XVIII

All utility lines shall be placed in the streets adjacent to the lot lines at the location directed by the Golden Acres Lot Owners Association.

#### XIX

All of the roads and streets on the plat of this subdivision are not dedicated to any public use, but these are and shall remain the property of the Golden Acres Lot Owners Association.

#### XX

This subdivision is part of the tract 191.11 acres on the Ramon de la Garza Eleven League Grant, Abstract No. 33, in Houston County, Texas, conveyed to Ira Rials and Troy F. Jones by B. E. Dalley et ux by deed now appears of record in Book 463, page 164, Houston County Deed Records, and no hunting shall be allowed upon such 191.11 acres tract.

#### XXI

The plat of Golden Acres Subdivision shows roads, streets and parks. None of these are dedicated to any public use but are reserved for exclusive use of the lot Owners.

#### XXII

Factory Built Houses installed prior to Oct .31, 2021 on the following lots can continue to exist for the life of the Factory Built House: Lots have been designated for Factory Built Houses as follows: Lots Five (5) and Six (6) in Block Four (4); Lots Nine (9) and Ten (10) in Block Six (6); Lots One (1) through Ten (10) inclusive in Block Seven (7); All lots of Block Fifteen (15) except lots Twenty-two (22) through Twenty-nine (29), inclusive; and Lots Twenty-six (26) through Thirty-two (32) inclusive, of Block Sixteen (16). Current owners, as of October 16, 2021, may replace Factory Built Houses with Factory Built Houses, but new owners will have to replace with a house.

#### XXIII

No property shall be subjected to a Short-Term Lease Agreement. Short-Term Lease Agreement is defined as a lease or rental agreement with a term less than six (6) months. No daily or weekend rentals or sub-leases will be allowed.