

4195

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 sometimes referred to as "Developer" and sometimes as "Grantor"), is the owner of that certain real property in Polk County, Texas, known as SHELTER COVE Sections I and II, 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 October 12, 1967, and recorded in Volume 225, Pages 743 et seq., and Plat recorded in Volume 3, Page 9 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 confirm the restrictive covenant of Record in Volume 225, Pages 743 et sequence of the deed records of Polk County, Texas, and in addition 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 eight (8) 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 as follows:

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

(2) Architectural Control. To aid in the assurance that improvements to be constructed in this Subdivision add to the general quality and that the structure shall blend harmoniously with other improvements in the Subdivision, no residence 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 therefor, 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.

(3) Structures:

(a) No structure shall be used or occupied until the exterior thereof, as approved pursuant to paragraph (2) above, is finished and water and sanitary sewerage disposal facilities (complying with 11 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.

(b) 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 prescribed distances are not feasible, considering the terrain and topography of the lot.

(c) 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.

(4) 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.

(5) Garbage and Trash Disposal. No lot shall be used as a dumping ground for garbage, trash, or rubbish.

(6) 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.

(7) 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.

(8) 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.

(9) Unightly 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.

(10) 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.

(11) Water and Sewerage. All lots must be connected to the utility districts water and treatment plants when service is available.

(12) 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 sixty-three (63) through seventy-five (75), seventy-nine (79) through ninety-one (91) and the adjoining side lot lines of lots ninety-two (92) and ninety-three (93) and the lots forty (40) through forty-eight (48) and fifty-two (52) through sixty-one (61) and the adjoining sides of lots thirty-seven (37) and thirty-eight (38), all in Section One shall have only a five foot easement at the rear (or adjoining side) in addition to the ten foot utility easement across the front (abutting street) of each of said lots.

Also in Section Two, lots numbered sixty (60) through sixty-nine (69) shall have only a five foot utility easement at the rear of each lot in addition to the ten foot utility easement across the front (street side) of each of said lots. In addition, lot seventy (70) and the reserve area adjoining lots sixty-three (63) through sixty-six (66) shall have a ten foot utility easement around the perimeter of each of said areas.

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.

(13) Partial Invalidity. Invalidation of any covenant or restriction (by court judgment 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.

(14) Assessments. There is hereby levied an annual assessment of \$25.00 against each "lot" in the Subdivision. For the purpose of this paragraph (14), 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.

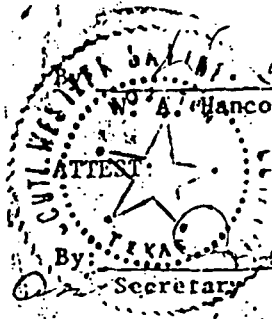
All amounts payable by virtue of such assessments shall be used to create a fund for the operation and maintenance of the recreational facilities, for the enforcement of the restrictions set forth in this instrument, for street maintenance (until such maintenance is provided by the county or other governmental 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 (2) 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.

(15) Lien to Secure Assessments. In order to secure the payment of the assessments provided for in paragraph (14) 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 (14) 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 24 day of August, 1972.

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

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

By: R. Comstock
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 24th day of August, A.D., 1972.

Patricia B. Roberts
Notary Public in and for Harris County, Tex



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 25th day of August 1972 at 9 o'clock A.M. and was 332 this day duly recorded at 11:30 o'clock A. M., in Vol. 270 Pages 332 et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 29th day of August 1972.



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