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SAN JACINTO COUNTY, TEXAS

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VOL 88 PAGE 841

LAKESIDE VILLAGE PHASE IV

RESERVATIONS, RESTRICTIONS AND COVENANTS

THE STATE OF TEXAS |
 |
COUNTY OF SAN JACINTO |

KNOW ALL MEN BY THESE PRESENTS:

That we, LEWIS C. HOLDER and MARLA RENEE MARTIN, Individually and as Independent Executrix of the Estate of RICHARD N. MARTIN, Deceased, hereinafter styled "Owners", of San Jacinto County, Texas, where our principal place of business is so located at P. O. Box 600, Point Blank, Texas 77364, are the sole owners of that certain tract containing 97.91 acres of land in the John Davis Survey, Abstract 13, in the county of San Jacinto, State of Texas, and recorded in Volume 218, Page 180 of the Deed Records of San Jacinto County, Texas, have subdivided same into a residential subdivision known as LAKESIDE VILLAGE PHASE IV, as is described by metes and bounds on map and plat of said subdivision which has been prepared by O. G. Tolbert. Registered Public Surveyor #1839, which was done in the month of April, 1989 and recorded in the Plat Book 88 Page 840 of the Plat Records, San Jacinto County, Texas, reference to which is hereby made for all purposes.

PREAMBLE

It is the intention and desire of the Owners herein to safeguard their rights and the rights of Purchasers and to maintain the value of the property at its highest level, and for its best use and enjoyment of Owners and Purchasers, do hereby establish, adopt, and promulgate the conditions, covenants, warranties, and restrictions as to the use thereof, which shall be applicable to and run with the land, thereby binding Owners herein, their heirs or assigns, and all PURCHASES OF TRACTS SITUATED WITHIN LAKESIDE VILLAGE PHASE IV, as is hereafter set out.

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GENERAL PROVISIONS

1. All tracts in LAKESIDE VILLAGE PHASE IV, are for the sole purpose of single family residence only except legitimate and legal commercial enterprises may be conducted on Tracts 530 through 533 and in Reserve "Area A" excluding "boat launch"

as shown on plat; however, the below listed business shall not be allowed on the above mentioned Tracts. Automotive Sales, Automotive Repairs, Automotive Storage, Night Clubs, Lounges, Tavern's, Flea Market's or Trailer Parks

2. The living area in all houses (except mobile homes and doublewides), exclusive of open porches and garages, shall not be less than 1,000 (one thousand) square feet. The design, materials and workmanship in all residences and other buildings shall be in conformity with standards in common use by architects and builders of quality homes. Tracts 552 through 566 and Tracts 534 through 551 are restricted to houses and doublewides only. The minimum size of a doublewide allowed to be placed on any Tract in LAKESIDE VILLAGE PHASE IV shall be 28' x 44' (Twenty Eight feet by Forty Four Feet). No mobile home will be allowed in LAKESIDE VILLAGE PHASE IV unless it has a length of at least Seventy Two (72) feet and a width of at least Fourteen (14) feet. All other tracts in LAKESIDE VILLAGE PHASE IV may have either a house, doublewide or mobile home as above described. No residence (house, mobile home or doublewide) shall be allowed on any tract in LAKESIDE VILLAGE PHASE IV without prior approval of the Lakeside Village Property Owners Association as hereinafter established.

3. Tracts are purchased subject to easements established or to be established at any time by grant or agreement between Owners herein, its successors or assigns, and the utility companies furnishing electricity, cable TV, telephones, gas, water and sewage. All utility companies shall have the right, without fear of damages, when it has permission from Owners herein, its successors or assigns, to enter upon said tracts and do work it deems necessary to install and maintain said utilities. All tracts with frontage on Lake Livingston are purchased subject to an established easement held by the Trinity River Authority.

4. Any residence once commenced, must be "dried in" within nine (9) months. The term "dried in" means that the outside must have the appearance of being a completed home, with all necessary windows, doors, roof, paint and trim. If not "dried in" within nine (9) months after such residence is commenced, the purchaser of same hereby gives the owners, their heirs or assigns, the right and authority to enter upon the property upon which such structure is situated and to disassemble said structure and stack same on the premises. The purchaser or occupant of any such tract agrees, by the purchase or occupation thereof, that said owners shall not be liable in trespass or otherwise, in entering upon said tract and disassembling any such structure.

5. No house, mobile home, doublewide or other building may be placed on any tract until approved by the LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION (as hereinafter established) as to size, condition, appearance, and location on the tract. After submission of plans and specifications or a request for inspection to PROPERTY OWNERS ASSOCIATION herein and ten days elapses without notification from them of approval or disapproval, approval will not be required, and the related covenant shall be deemed to have been satisfied.

6. All mobile homes, single and doublewide, must have proper skirting that hide all the understructure and the same must be completed within sixty (60) days from the date said mobile home or doublewide is placed on the tract.

7. No structure of any kind can be located on any tract within the building limit lines as reflected on map and plat of LAKESIDE VILLAGE PHASE IV nor located nearer than five (5) feet from interior tract lines. However, purchasers owning adjoining tracts may build across the interior tract lines so long as such building is not over a utility. These building line requirements can be altered only by written permission from the owners herein, their heirs or assigns, if it is deemed by the "Owners" they cause a purchaser severe and undue hardship and a change is considered to be in the best interest of the subdivision as a whole.

8. All residences and other buildings must be kept in good repairs, and must be painted when necessary to preserve the attractiveness thereof.

9. No outside privies or toilets shall be permitted. Whenever a residence is established on any tract it shall be provided with an inside toilet and shall immediately be connected with a septic system or to a sewage treatment plant. Such sewage disposal system shall be approved by the Trinity River Authority. The drainage or sewage from any tract into a street, adjoining property, or Lake Livingston, either directly or indirectly is strictly prohibited.

10. No tract in LAKESIDE VILLAGE PHASE IV may be used for the storage of items such as, but not limited to, boats, trailers, sheds, motor homes, storage buildings and travel trailers in advance of the LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION approved residence is in place.

11. The parking of boats, trailers or automotive vehicles on roads or road shoulders for a period longer than twenty-four (24) hours is prohibited.

12. Once a residence is established on any tract in LAKESIDE VILLAGE PHASE IV the purchaser and/or occupants shall at all times keep weeds and grass thereon cut in an attractive manner. In the event of failure on the part of the purchaser or occupant of any tract in this subdivision in observing the above requirements, "Owners" may, without liability to the purchaser or occupant, in trespass or otherwise, enter upon said tract, cut or cause to be cut, such weeds and grass and also remove or cause to be removed, any garbage, trash, rubbish, etc., so as to place said tract in a neat, attractive, healthful and sanitary condition, and may bill the purchaser of such tract for the cost of such work. The purchaser agrees by the purchase or occupation of any tract in this subdivision to pay such statement immediately upon receipt thereof. In the event such bill is not paid in a reasonable length of time (maximum of sixty (60) days then the charge may be added to the purchase price of the tract plus simple interest at ten (10) per cent.

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

14. No animals of any kind shall ever be raised, kept, or bred on any tract other than household pets, namely dogs and cats with a maximum of two (2) each.

15. No motor vehicle which is not in operating condition or not bearing current license plates, shall be placed or permitted to remain on any tract.

16. The discharging of fire arms is strictly prohibited on all tracts at all times.

17. Camping will not be allowed on any tract for more than thirty (30) days in any calendar year without written permission from the LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION (as hereinafter established under paragraph III). All camping vehicles and equipment must be removed from the lot when campers depart.

18. Drainage structures under driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water and shall not be less than fifteen (15) inch diameter culvert.

19. Owners hereby reserve the right unto themselves to erect and maintain one office building on tract 532A in LAKESIDE VILLAGE PHASE IV. Said office does not have to conform as to size and location on tracts as previously described for residences.

20. No tract shall ever be used either temporarily or permanently as an access or roadway to property adjoining LAKESIDE VILLAGE PHASE IV without the written consent of owners herein, their heirs or assigns.

21. No sign, advertisement, or billboard of any kind may be erected or maintained on any tract without the consent in writing of the owners herein, their heirs or assigns. Owners shall have the right to remove any such sign, advertisement, or billboard which is placed on any tract without such consent, and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

22. The removal of any dirt or timber from any tract is expressly prohibited without the written consent of the owners herein. This consent is not required for the removal of trees or dirt when it is necessary in conjunction with the landscaping or construction being done on such tract. Permission is not required for the removal of dead or unsightly trees.

23. No tract in LAKESIDE VILLAGE PHASE IV as platted may be resubdivided in any manner except as follows:

Purchasers of tracts number 504, 525, 526, 527, 528, 529, 530, 602, 606, 608 and 609 may resubdivide these tracts so long as any resulting tract from such resubdivision does not contain less than 21,780 (Twenty one thousand seven hundred and eighty) square feet.

Reserve Area "A" (Boat Launch) as shown on plat of LAKESIDE VILLAGE PHASE IV is for the use and enjoyment of all the purchasers (and their guest that accompany them) of all the tracts in LAKESIDE VILLAGE PHASES I, II, III, PHASE III, ANNEX I and PHASE IV.

III

1. There is hereby created the LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION, which shall be composed initially of LEWIS C. HOLDER, MARLA MARTIN and KARL BUECHLER. Vacancy in the committee at any time shall be filled by vote of the remaining members. Any member may be removed at any time by a majority vote of tract purchasers and a new member appointed in the same manner.

2. The LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION shall be the representatives of all the property owners in LAKESIDE VILLAGE PHASES I, II, III, PHASE III, ANNEX I and PHASE IV in assisting preservation of property values; and the association shall have the powers and functions (but not by way of limitation) therein listed, but shall not have the sole obligation with respect to enforcement of restrictions; such powers being:

- (a) Collect and expend the Maintenance funds as created in this instrument.
- (b) Enforce these covenants and restrictions by appropriate proceedings.
- (c) Enforce any lien imposed on any tract or tracts in this subdivision by these restrictions.
- (d) To approve or reject plans for improvements in LAKESIDE VILLAGE as set out under GENERAL PROVISIONS paragraph five (5).

IV

There is hereby created the LAKESIDE VILLAGE MAINTENANCE FUND.

The following provision, whether incorporated in each deed or not, shall be applicable to all tracts in LAKESIDE VILLAGE PHASE IV.

"The property herein conveyed is hereby subjected to an annual maintenance charge of Thirty Six (\$36.00) dollars for each tract, beginning on the first of the following month after purchase. To be paid by the owner of this tract in conjunction with a like charge to be paid by the owners of all other tracts in LAKESIDE VILLAGE PHASE IV the same to be secured by a vendors lien upon said tract. Said liens are hereby assigned to the LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION."

Such annual charges may be adjusted from year to year by said PROPERTY OWNERS ASSOCIATION as the needs of the property may, in its judgement, require, but in no event shall such charge be raised above thirty six (\$36.00) dollars per year unless raised by a majority vote of the tract purchasers.

All funds arising from the MAINTENANCE FUND as above described are to be placed in an account by the LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION, known as the LAKESIDE VILLAGE MAINTENANCE FUND.

Maintenance funds to be paid by purchasers of tracts on an annual basis starting the first day of July 1989 and each year thereafter.

The above mentioned funds shall be mailed to:

LAKESIDE VILLAGE MAINTENANCE FUND
P. O. BOX 600
POINT BLANK, TEXAS 77364

All funds arising from the above charges shall be applied, so far as sufficient, toward the following purposes: street lights, caring for vacant tracts, caring for recreational areas and doing any other thing necessary or desirable in the opinion of said PROPERTY OWNERS ASSOCIATION to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the addition, it being understood that the judgement of said PROPERTY OWNERS ASSOCIATION in the expenditure of said funds shall be final so long as such judgement is exercised in good faith.

V

Each tract purchaser, in accepting his deed, consents and acknowledges that the owners (Developers) shall have no obligation to furnish maintenance or do any other thing described above other than from maintenance funds.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty (20) years from the date these covenants are recorded with the County Clerk of San Jacinto County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then Owners of the tracts has been recorded, agreeing to change said covenants in whole or part, or to revoke them.

Enforcement shall be proceedings at law or in equity against any person or persons violating, or attempting to violate any covenant, either to restrain such violation, or to recover damages. Such enforcement may be by the Purchaser of any tract in LAKESIDE VILLAGE PHASES I, II, III, PHASE III, ANNEX I and PHASE IV.

Invalidation of any one or more of these covenants by judgement or Court order otherwise, shall in no way affect any other covenants, restriction, or condition, but all such other covenants, restrictions or conditions shall continue and remain in full force and effect.

EXECUTED THIS 5th day of May, 1989.

LAKESIDE VILLAGE PHASE IV
(a Partnership)

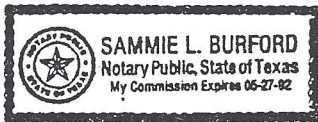
Lewis C. Holder
LEWIS C. HOLDER, OWNER

Marla Renee Martin
MARLA RENEE MARTIN, Individually
and as Independent Executrix of
the Estate of RICHARD N. MARTIN,
Deceased

THE STATE OF TEXAS I
 I
COUNTY OF SAN JACINTO I

BEFORE ME, the undersigned authority, on this day personally appeared LEWIS C. HOLDER and MARLA RENEE MARTIN, Individually and as Independent Executrix of the Estate of RICHARD N. MARTIN, Deceased, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5 day
of May, 1989.



Sammie L. Burford
NOTARY PUBLIC in and for the
State of Texas

Commission Expires: 5-27-92

Printed Name: Sammie L. Burford

STATE OF TEXAS
COUNTY OF SAN JACINTO }
I, LOUIS COOKSEY, hereby certify that this instrument was FILED
in the number sequence on the date and at the time stamped
hereon by me; and was duly RECORDED. In the official public
records of San Jacinto County, Texas as stamped hereon by me on

MAY 8 1989

Louis Cooksey
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS