

Augusta East,

9-21-81

[ 138

DECLARATION OF RESTRICTIONS

5966

WATERWOOD AUGUSTA ESTATES

STATE OF TEXAS )  
COUNTY OF SAN JACINTO )

This Declaration, made on the date hereinafter set forth by HORIZON DEVELOPMENT CORPORATION authorized to do business in the State of Texas hereinafter referred to as "Declarant".

WITNESSETH:

Whereas, Declarant is the owner of that certain property known as WATERWOOD AUGUSTA ESTATES, a subdivision in San Jacinto County, Texas, according to the plat thereof recorded in Volume 7, Page 3, of the Plat Records of San Jacinto County, Texas; and

Whereas, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan of the development, improvement and sale of such property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon WATERWOOD AUGUSTA ESTATES and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purpose of enhancing the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof; save and except Reserves "A" and "B" which are not subject to these Restrictions, Covenants and Conditions.

ARTICLE I

Definitions

Section 1. "Properties" shall mean and refer to WATERWOOD AUGUSTA ESTATES. Reserves "A" and "B" are not subject to these Restrictions, Covenants and Conditions.

Section 2. "Lot" and/or "Lots" shall mean and refer to the Lots shown upon the Subdivision Plat which are restricted hereby to use for single family residential dwellings only.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, but in the event of the execution of a contract for sale covering any Lot, the "Owner" shall be the purchaser named in the contract, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 4. "Subdivision Plat" shall mean and refer to the map or plat of WATERWOOD AUGUSTA ESTATES, recorded in Volume 7, Page 3 of the Plat Records of San Jacinto County, Texas.

Section 5. "Architectural Control Board" shall mean and refer to the Architectural Control Board provided for in Article IV hereof.

Section 6. "Golf Course Lot" shall mean a Lot which abuts the Golf Course.

209/138

Section 7. "Interior Lot" shall mean a Lot which does not abut the Golf Course.

139

Section 8. "Golf Course" shall mean the Golf Course that now exists adjoining WATERWOOD AUGUSTA ESTATES.

## ARTICLE II

### Restrictions, Exceptions and Dedications

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon and such Subdivision Plat, further establishes certain restrictions applicable to the Properties, including without limitations, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and rights-of-way as shown on the Subdivision Plat for the purpose of construction, maintaining and repairing a system of electric lighting, electric power, CATV lines and telephone line or lines, gas, sanitary and storm sewers, water or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing any improvements.

Section 4. Declarant reserves the right, during construction of the streets as shown on the Subdivision Plat, to enter onto any Lot or Lots for the purpose of disposing of street excavation, including the removal of any trees, if necessary, whether or not the Lot or Lots have been conveyed to and/or contracted for to any other Owner or Owners.

Section 5. Neither Declarant nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants to fences, shrubbery, trees or flowers or any other property of the Owner situated on the land covered by said easements.

Section 6. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting the same for roadways or drainage, water, gas, sanitary, sewer, storm sewer, electric light, electric power, CATV lines or telephone lines and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenance thereto constructed by or under Declarant or any easement owner, or their agents through, along, or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

## ARTICLE III

### Use Restrictions

#### Section 1. Land Use and Building Type.

A. Residential Lots. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling, a detached or an attached garage or carport for not less than two (2) cars nor more than four (4) cars. A detached garage or carport shall not exceed one (1) story in height. Bona fide servants quarters which structure shall not exceed the main dwelling in height

or number of stories and this structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises. The main dwelling shall not exceed a height of thirty-five (35) feet, without the written approval of the Architectural Control Board.

B. Residential Nature of Improvements. No Lot may be used for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes, except that a single family residential unit may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within said Subdivision, without written permission of the Architectural Control Board.

Section 2. Architectural Control.

No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Board as to harmony with the existing structures with respect to exterior design and color with existing structures as to location with respect to topography and finished grade elevation and as to compliance with minimum construction standards more fully provided for in Article III hereof.

Section 3. Dwelling Size.

The total living area of the main residential structure on any Lot, exclusive of open porches, garages, and/or carports, and servants quarters, shall not be less than 1,500 square feet. The total living area of the main residential structure of a one and one-half (1-1/2), or a two (2) story dwelling shall not be less than 1,700 square feet.

Section 4. Type of Construction, Materials and Landscaping.

A. No residence shall have less than twenty five percent (25%) masonry construction or its equivalent on its exterior wall area, unless approved in writing by the Architectural Control Board, except that detached garages may have wood siding of a type and design approved by the Architectural Control Board.

B. No external roofing material other than wood shingles, built up tar and gravel or asphalt shingles which are no lighter than 340 pound per square and which are applied in accordance with the manufacturers specifications and which are installed on a roof which has no greater than a five in twelve pitch shall be used on any building in any part of the properties without the written approval of the Architectural Control Board.

C. No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Properties.

D. Before any landscaping shall be done in the front of any newly constructed dwelling, the landscape layout and plans shall have been first approved by the Architectural Control Board. Such landscaping is to be done in the front of the Lot at the time the dwelling is being completed and before occupancy.

Section 5. Building Location on Interior Lots and Golf Course Lots.

No building shall be located on any Lot nearer to any Lot line than the minimum building setback lines shown on the recorded plat, however, provided it does not encroach on an easement or buffer zone, a garage may be located no closer than five (5) feet from the rear property line on Interior Lots. For the purpose of these covenants, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon another Lot, except that any Owner of one or more adjoining Lots (or portions thereof) may, with the written permission of the Architectural Control Board, consolidate such portions

into one building site with the privilege of placing or constructing improvements on such resulting site, in which case side setback lines of the resulting building site shall be established by the Architectural Control Board rather than the Lot lines as indicated on the recorded plat and such composite building site shall thereupon be regarded as a "Lot" for the purpose of this Article III, Section 5 only. For the purpose of these restrictions, each lot shall be considered to be facing Augusta Lane.

Section 6. Minimum Lot Area.

No Lot shall be resubdivided without the express written approval of the Architectural Control Board. No building may be erected on any Lot which as a result of such subdividing has an area of less than 10,000 square feet.

Section 7. Annoyance or Nuisances.

No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood. The display or shooting of firearms, fireworks, or firecrackers is expressly forbidden.

Section 8. Temporary Structures.

No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales, construction and other offices, storage areas, model units, signs and portable toilet facilities. The Declarant, or Builder Owners may use a residence as a temporary office. No garage or servants quarters shall be erected, placed or maintained on any Lot until construction of the main residential dwelling has commenced. Any structure on which construction has commenced must be completed within a reasonable length of time. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind, or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which encloses the rear of the Lot.

Section 9. Signs and Billboards.

No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot without the express prior written consent of the Declarant, except for a Builder Owner, who may place on each Lot owned by such Builder Owner during the construction and sales period of improvements, not more than one sign of not more than five (5) square feet of sign space. Declarant or their agents shall have the right to remove any sign not complying with the above restrictions, and in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal. The right is reserved by Declarant or its agent to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property.

Section 10. Oil and Mining Operations.

No oil drilling or development operation, soil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, 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.

Section 11. Storage and Disposal of Garbage and Refuse.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 12. Utility Easement Area, Electric Service.

The utility easement area dedicated and shown on the recorded map of WATERWOOD AUGUSTA ESTATES, may be cleared and kept clear by any utility of all trees, bushes and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent property, without payment to Owners by such utility for such clearance, cutting or trimming. The provisions of this paragraph shall constitute a covenant running with the land as to each Lot and Owner in this subdivision.

Individual underground electrical service drops shall be installed to each residence. The Owners of each residence will therefore comply with the Utilities Company's policy regarding such underground service installations, and the Owners do hereby agree to pay any charges which might be incurred for the installation of the underground service as set forth in the Company policy.

The Owners shall ascertain the location of said service drops and keep the area over the route of said service drops free of excavations and clear of structures, trees and other obstructions; and the Utilities Company may install, maintain, repair, replace and remove said underground service drops, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Section 13. Walls, Fences, and Hedges.

No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line. The rear yards of golf course lots may not be fenced unless such fence is used to enclose a small patio which is an integral part of the house structure. All walls and fences on any lot must be at least six (6) feet tall and must be of ornamental iron, wood or masonry construction. All fences must be approved by the Architectural Control Board.

Section 14. Lot Maintenance.

The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner. The front yard of houses at the time the house is built must be sodded solid with St. Augustine, Bermuda or an equal grass from the front of the house to the curb of the street in front of the house and must be properly maintained at all times.

In no event shall any Lot be used for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash, or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by Law.)

Owners of Golf Course Lots may not grow, nor permit to grow, varieties of grasses or other vegetation which, in the opinion of the Golf Course Greenkeeper, is inimical to Golf Course grasses or vegetation, in the area of lots adjacent to the Golf Course. Such owners may, however, with the prior approval of the Greenkeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent

to the Golf Course. In no event shall any Lot be used for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash, or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by Law.)

The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of the streets or adjacent to parks, playgrounds, Golf Course or other facilities where the rear yard or portion of the Lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

In the event of a default on the part of the Owner or occupant of any Lot observing the above requirements or any of them, such default continuing after ten (10) days written notice the Declarant or their assignees may, at their option, without liability to the Owner or occupant trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof. The payment of such statement shall be secured by a Vendor's Lien retained for the benefit of the Declarant in each Deed (whether specifically stated therein or not, said lien to be enforceable through appropriate legal proceedings by Declarant, provided that such lien shall be secondary, subordinate and inferior to all liens, present or future, given, granted and created by Owner to secure payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such lot.

#### Section 15. Unlicensed Motor Vehicles.

No unlicensed motor vehicles shall be allowed within the subdivision. No motor bikes, motorcycles, motor scooters or other vehicles of that type shall be permitted in the subdivision if they are a nuisance by reason of noise or manner of use in sole judgment of the DECLARANT.

#### Section 16. Sewage Disposal.

Sewage disposal shall be by a grinder pump system in accordance with specifications and approval of the Waterwood Municipal Utility District No. 1. The grinder system must connect to the central sewer system collection lines. No septic tank may be installed on any lot.

#### Section 17. Pets.

No horses, cows, hogs, poultry, or livestock of any kind (other than house pets of a reasonable kind and number) may be kept on any Lot. Should such pets become a nuisance in the opinion of Declarants, they must be removed from the premises and subdivision. No pets are to run at large.

#### Section 18. Drainage.

Natural drainage of streets, Lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. In no event shall culverts be less than fifteen (15) inches. Declarants may remove any culvert that obstructs the flow of water through the street ditches. The breaking of curbs for drive installations will be accomplished in a good workmanship-like manner and such break will be re cemented without hindrance to drainage and such work is subject to the inspection and approval of the Architectural Control Board.

Architectural Control Board

Section 1. Approval of Building Plans. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any portion of any lot, and the proposed location thereof, the construction material, the roofs and exterior color schemes, and any later changes or additions thereto shall be subject to and shall require the approval in writing of the Architectural Control Board, hereinafter called "Board", as the same from the time to time is composed, before any such work is commenced. The Board shall be composed of three (3) members to be appointed by Horizon Development Corporation. Board members shall be subject to removal by Horizon Development Corporation and any vacancies from time to time existing shall be filled by appointment of Horizon Development Corporation; provided, however, that at any time hereafter Horizon Development Corporation may, at its sole option, relinquish to WATERWOOD IMPROVEMENT ASSOCIATION INC., the power of appointment and removal herein reserved to Horizon Development Corporation. Such transfer of powers shall be evidenced in writing.

There shall be submitted to the Board on forms approved by the Board an application for a permit to build, together with two complete sets of plans and specifications for any and all proposed improvements and alterations which are desired and no improvements of any kind shall be erected, placed or maintained upon any lot until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, landscaped areas (including any proposed rearrangement of the native vegetation), or other improvement proposed to be constructed, altered, placed or maintained, together with the plans for roofs and exteriors thereof. Such applications shall be accompanied by a reasonable filing fee to be determined and set by the Board, said fee to defray the Board's expenses.

The Board shall approve or disapprove plans, specifications and details within forty-five (45) days after receipt thereof. One set of such plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Board for its permanent files. The Board shall advise the applicant of the reason for disapproval and suggest acceptable changes. In the event the Board fails to approve or disapprove any plans which have been submitted to it within forty-five (45) days from receipt thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with.

The Board shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions, if the design or color scheme of the proposed improvements is not in harmony with the general surroundings of the real property or with existing adjacent improvements and natural environment, if the plans and specifications submitted are incomplete, or in the event the board deems the plans, specifications or details or any part thereof to be contrary to the interest, welfare or the rights of owners of the lots covered hereby. The decisions of the Board shall be final.

Neither the Board, Horizon Development Corporation nor any architect or agent thereof shall be responsible in any way for any defects of any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

