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RESTRICTIVE COVENANTS, RESERVATIONS AND PROVISIONS FOR ASSESSMENTS

OF SIX LAKES SUBDIVISION, BLOCKS A, B, C, D, E, F,

G, H, AND I THEREOF

THE STATE OF TEXAS

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§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LIBERTY

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That F. R. Duke, hereinafter called "Developer", of Liberty County, Texas, the owner of Six Lakes Subdivision, Blocks A, B, C, D, E, F, G, H, and I, in the Roberts League of the J. F. DeRumayor Six League as depicted on plats of said Six Lakes Subdivision, Block A, recorded in Volume 5, page 25; Block B, recorded in Volume 5, page 26; Block C, recorded in Volume 5, page 26; Block D, recorded in Volume 8, page 57; Block E, recorded in Volume 8, page 57; Block F, recorded in Volume 8, page 57; Block G, recorded in Volume 8, page 56; Block H, recorded in Volume 8, page 58; and Block I, recorded in Volume _____, page _____, of the Map Records of Liberty County, Texas, hereby sets forth the Restrictive Covenants, Reservations and Provisions for Assessments which shall govern and apply to each and every lot within said subdivision, and which are hereby declared to be for the mutual benefit of the purchasers of said subdivision lots, and which shall be enforceable by them, and by the Developer, as hereinafter provided, said Restrictive Covenants, Reservations and Provisions for Assessments being as follows:

All Contracts for Deeds and Deeds whether or not executed pursuant to said Contract for Deeds shall in all things be subject to these Restrictive Covenants, Reservations and Provisions for Assessments and shall run with and bind all of the lots in said subdivision, and shall be binding upon all purchasers of said lots, their heirs, successors and assigns.

RESERVATIONS

There are specifically reserved those certain easements for installations and maintenance of utilities and drainage facilities as may be deemed necessary by said Developer. Neither Developer nor any utility company using the aforementioned easements shall be liable for any damage to shrubbery, trees, flowers or property of any kind on the land within the boundaries of said easements.

There is further reserved unto the Developer, his heirs, successors and assigns, all of the oil, gas and other minerals, on, in and under the premises conveyed or contracted to be conveyed, together with the usual and customary rights of ingress and egress for the purpose of exploring for, drilling, developing and producing said oil, gas and other minerals.

Developer reserves the right at all times to conduct crop dusting and spraying of chemicals and herbicides on crops planted or growing on lands owned or controlled by Developer adjacent to or in the vicinity of said subdivision. All purchasers of any lot or lots in said subdivision whether by contract for deed or by deed, by executing said contract or by accepting said deed expressly binds said purchaser, his heirs, successors and assigns to hold the Developer, his heirs, successors and assigns wholly and completely harmless from any and all liability whatsoever from any and all claims for damages whatsoever arising from said crop dusting or spraying of chemicals and herbicides on crops planted or growing on said land adjacent to or in the vicinity of said subdivision by said developer or his tenants, agents, servants and employees.

RESTRICTIONS

No building shall be erected, placed or altered on any lot in this Subdivision until the plans and specifications for such building or alteration thereto have been approved in writing by the Architectural Committee of the Subdivision. Such Architectural Committee shall be appointed and will serve as hereinafter designated: However, the Committee must approve such plans and specifications in writing within thirty (30) days after the same have been submitted; otherwise it shall be deemed that such plans and specifications have been approved.

With the exception of the lots which may hereafter be specially reserved by Developer; for commercial or business use, and as a park and as an access way to the lakes all of lots are restricted to residential purposes only. Such residences not to exceed two stories in height and a private garage not to exceed the height of the residence, but which may contain living quarters only for bona fide servants. It is the intent of Developer to dedicate such parks and access lots and the streets to the use of all lot owners in the subdivision, but not to the general public or any others.

The ground floor of the living area of the main structure, exclusive of open porches and garages, shall not be less than six hundred (600) square feet for a one story dwelling, nor less than nine hundred (900) square feet for a dwelling of more than one story.

No building shall be located on any residential lot nearer than twenty (20) feet to the front line, nor nearer than ten (10) feet to any side street line, nor nearer than five (5) feet to an interior lot line. Corner residential lots shall be deemed to front on the street side having the least frontage. No lot shall be used except for single family purposes.

No outside toilet shall be installed or maintained on any premises, and all plumbing shall be connected with a septic tank of minimum 500 gallon capacity, and adequate drain field constructed and installed in accordance with the health regulations of the State and County and of any other governmental authority having jurisdiction; and the same shall be subject to inspection and approval of the health officer or agency of Liberty County, Texas. The same shall not be drained, directly or indirectly, into any road, street, alley or open ditch, or any of the lakes or watercourses on the property.

Private driveways and walks crossing any ditch along any of the dedicated roadways or streets must have culverts of sufficient size to prevent flooding or other obstructions in the flow of water through the ditch. Such culverts must be approved by Developer. All culverts shall be constructed of concrete and shall be at least 12" in diameter, or such other size as may be designated by the Developer or the Committee.

No trailer house, tent, shack or other temporary structure shall ever be placed on any lot. Overnight camp privileges may be permitted with the express approval of the Committee, or Developer.

No noxious or offensive, unlawful or immoral activities shall be carried on upon any lot or tract, nor shall anything be done thereon which shall become an annoyance or a nuisance to the neighborhood.

No hogs, poultry, fowl, cattle or horses may be kept or raised on any part of the Subdivision unless provided for under a grazing lease. Household pets may be kept but may not be bred or maintained for commercial purposes, or for sale.

Each lot owner shall cut the grass and weeds on his lot as often as necessary to maintain the same in a neat and attractive condition, and shall keep his lot free of trash, garbage and debris.

No lot shall be used for the storage of any material, except that required for the construction of authorized buildings, which material shall be used or removed in a reasonable length of time.

No sign of any kind shall be kept or displayed to the public view (except by the Developer) other than the name and street number sign provided, however, that this covenant shall not apply to those lots reserved for business use and provided further, that the Developer may grant permission in writing to lot owners for the displaying of approved signs offering such lots for sale. Developer may remove any sign violating this provision without the consent of the landowner and without any liability.

No boat, trailer or equipment shall be parked on any street in said subdivision. No gasoline motors on boats shall be permitted on any of the lakes or watercourses in the subdivision. The speed limit in automobiles, trucks and other motor propelled vehicles shall be limited to 20 miles per hour.

Dirt shall not be piled upon any lot except that which is necessary in connection with landscaping and dirt shall not be removed from any lot without the written approval of the Developer.

No hunting or shooting of firearms shall be permitted in the subdivision. This shall include air guns and pellet guns.

No water wells, water pumps, pressure tanks or like appurtenances shall be placed on any lot without the express consent of the Developer in writing.

If the owner of any lot fails to abide by any obligation or provision pertaining to cleanliness or maintenance of lots as previously mentioned, the Developer, or his agents may go upon such lot and correct the default and shall not be guilty of any trespass or be liable to the lot owner in any respect for doing so, and the lot owner shall be obligated to reimburse the Developer for his expense in doing such work, and the amount to be reimbursed shall be secured by a lien against the lot in the same manner as the maintenance charge hereinafter provided for.

The private parks located on the lakes in said Subdivision shall be used in common by the owners of other lots in said Subdivision for community recreational purposes approved by the Committee. The owners of lots and their families and guests accompanying them, shall use such parks. All lot owners will be entitled to a reasonable number of guests. All recreational facilities such as club house, swimming pool, tennis courts, et cetera, shall be under the supervision of the Committee, or Developer. The Committee or Developer shall have the right to appoint additional members of the Committee to help supervise the Subdivision.

Purchase or ownership of any lot or lots in Six Lakes Subdivision shall not include purchase of any part of said Six Lakes and no riparian rights are granted or conveyed to the purchasers or owners of any such lots, but are specifically reserved to F. R. Duke, his successors, heirs and assigns. The purchasers and owners of lots in said Six Lakes Subdivision shall be entitled to use said Six Lakes for fishing, boating and recreational purposes subject to the rules and regulations set out and promulgated by Developer as from time to time said Developer may deem to be in the best interest of all of the owners of lots in said subdivision. Violation of such rules and regulations by lot owners shall subject such owners to loss of the privileges of use of said lake premises, but such loss of privilege to use said Six Lakes shall not impair the obligation of the owner to pay the annual maintenance charges herein provided for. Purchase of lots in subdivision does not give permission to trespass on farm or adjoining properties.

The purchasers and owners of lots in said Six Lakes Subdivision fronting upon a lake shall have the right to construct a pier from the bank of the lake contiguous to and at the center line of the lot of said purchaser or owner thereof perpendicular to the bank of said lake, into the lake which said pier shall not exceed fourteen (14) feet in length and shall be constructed of material and in a manner to be approved by the Architectural Committee. Said pier shall be for the exclusive use of the said purchaser and owner of said lot and those persons using same with his express permission. Anyone using said pier without the owners permission may be deprived of all lake privileges by the Developer.

COMMITTEE

There is hereby created Six Lakes Subdivision Architectural Committee which shall initially be composed of not less than three (3) persons, at the pleasure of the Developer.

The Committee shall be composed initially of F. R. Duke, Subdivisor and Developer, who will be Chairman of the Committee. As to the other Members of the Committee, said Developer shall have the sole and exclusive authority each year to appoint the Members of the Committee as he sees fit until all of the lots in said Subdivision are sold. In the event the said F. R. Duke shall not appoint any other Members of the Committee, then the said F. R. Duke shall alone function as the Committee.

Within ninety (90) days after Developer has sold all of the lots in said Subdivision, or sooner if the Developer desires, the Committee shall call a meeting to elect a new Committee, composed of the Developer and elected lot owners, and similar elections shall be held each year thereafter.

A vacancy on the Committee, resulting from the death or resignation of any Member of the Committee, or from the refusal or inability of any member to serve, may be filled by appointment by said Developer, his successors or assigns.

Written notice of each meeting called to elect a new Committee shall be mailed to each lot owner at his last known address, at least ten (10) days before the date of the meeting.

At each election, the owner or owners of each lot shall be entitled to one vote. Votes may be cast in person or by the holders of properly executed written proxies.

After all lots have been sold by the said Developer in said Subdivision, the Members of the Committee must be officers or representatives of the Developer or his successors and assigns, or must be lot owners.

The Committee shall function as representatives of all of the property owners in the Subdivision and shall be authorized to collect and expend, in the interest of the said Subdivision as a whole, the maintenance fund hereinafter created; enforce by appropriate proceedings the foregoing restrictions; enforce or release any lien imposed on any lot by reason of a violation of any of the foregoing restrictions, or by reason of failure to pay the maintenance charge hereinafter provided for; and approve or reject plans and specifications for buildings to be erected in said Subdivision; and approve or reject any reasonable request of lots owners, such as overnight camping privileges.

ASSESSMENTS

The lots in said Subdivision and the owners thereof are hereby subjected to an annual maintenance charge which shall be an assessment against the lots and the owners thereof for the purpose of creating a fund to be expended by the Committee or the Developer in the interest of the Subdivision as a whole. The amount of said annual charge shall be

Thirty and No/100 (\$30.00) Dollars per owner. Such annual charges may be adjusted from year to year by said Committee or the Developer as the case may be, as the needs of the property may in its, or his judgment require but in no event shall such charge be increased to an amount in excess of Fifty and No/100 (\$50.00) Dollars, unless said increase be authorized by a majority vote of the lot owners. Each lot owner shall pay the amount of the charge against his lot to the Committee or the Developer on or before January 15th of each year and such money shall be held by the Committee in trust and used for the benefit of all lot owners including the Developer in said Subdivision. This assessment may be waived specifically by the Developer but in this event, such waiver must appear in the General Warranty Deed.

The following authorized uses of said money are set forth by way of example and not by way of exclusion or limitation; lighting, collecting and disposing of garbage, trash and debris; street repair and maintenance; appropriate full insurance coverage protecting the lot owners and the Developer; employing policemen or watchmen; caring for vacant lots; fogging or spraying for insects; and building or improving and maintaining parks, swimming pools and other facilities.

The first assessment against each lot and the owner thereof shall be for the calendar year following the year during which the lot is sold by Developer to the lot owner, whether the sale will be pursuant to a deed or contract of sale.

The amount assessed against each lot shall be secured by a lien on such lot, which lien is hereby created, and such lien shall be enforceable through appropriate proceedings at law by the Committee.

The lien hereby created; as well as the lien referred to earlier in the restrictions, shall be subordinate to the lien or liens of any bona fide lender who hereafter lends money to a lot owner for the purchase of his lot and/or the construction, improvement and/or permanent financing of any buildings on any such lot, and also such lien shall be subordinate to any lien made by a lender to the Developer on any of the lots in the subdivision.

BE IT KNOWN THAT: These Covenants, Reservations, Restrictions, Assessments and Stipulations are to run with the land, and shall be binding on all parties, persons, firms and corporations, claiming under them for a period of twenty-one (21) years from the date this instrument is recorded with the County Clerk of Liberty County, Texas, after which time said Covenants and Assessments shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them.

All restrictions, reservations and covenants shall be binding upon the purchaser or the successors, heirs and assigns of the purchaser. If Developer, or any of his successors or assigns, or any purchaser or the successor, heirs and assigns of the purchaser shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of said property situated in said subdivision, to prosecute any proceeding at law or in equity, against the person or persons violating or attempting to violate any such covenant and either to prevent, enjoin and restrain him or them from so doing, or to recover damages or other dues for such violation.

If any one or more of the foregoing restrictions or provisions and covenants shall become or be held to be invalid by reason of waiver, judicial decision or otherwise, the other provisions set forth above shall not be effected thereby but shall remain in full force and effect.

No lot or lots purchased in said subdivision shall ever be resold to any person, firm or corporation without the express written consent of the Developer.

In the event that there is any doubt or ambiguity as to the intent, intentment or meaning of any Covenant, assessment, restriction, stipulation, or reservation contained herein or any portion thereof, all doubt shall be

resolved in favor of upholding the broadest construction of said Covenant, Assessment, Reservation, Restriction, and Stipulation or any portion thereof. Furthermore, all presumptions shall be resolved in favor of the validity of the decisions of the Architectural Committee.

IN WITNESS WHEREOF, F. R. Duke has signed and executed this instrument on this the 30 day of November A. D. 1967.

F. R. Duke
F. R. DUKE, Developer

THE STATE OF TEXAS

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COUNTY OF LIBERTY

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BEFORE ME, the undersigned authority, on this day personally appeared F. R. Duke, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30 day of November A. D. 1967.

Carroll A. Jones
Notary Public in and for
Liberty County, Texas



FILED FOR RECORD the 4 day of Jan. 1968 at 2:20 o'clock P. M.

RECORDED the 4 day of Jan. 1968 at 3:15 o'clock P. M.

RS. L. A. HIGH

Lona Bacton