



DEDICATION AND RESTRICTIONS

THE STATE OF TEXAS *
 * KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JEFFERSON *

WHEREAS, CRYSTAL SKI LAKES CORPORATION, a Texas corporation (the "Corporation") is the owner of a tract of land described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Corporation has caused the Property to be subdivided and platted into a subdivision to be known and designated as CRYSTAL SKI LAKES ESTATES, a Subdivision in Jefferson County, Texas, and consisting of Lots Numbered One (1) through Twelve (12), inclusive, as shown on the accompanying plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Corporation does hereby adopt the final plat designating such property as CRYSTAL SKI LAKES ESTATES, a Subdivision in Jefferson County, Texas, and the Corporation does hereby Give, Grant and Dedicate all those strips of land as shown upon the accompanying plat of said CRYSTAL SKI LAKES ESTATES as streets, easements, lanes, lands intended for public use and other public property shown and designated upon said plat, to the public use forever.

For the purpose of establishing and maintaining a general plan and building scheme, uniform over the entire subdivision with the exceptions specifically made, which shall be for the protection and benefit of all owners of any lot or lots in said subdivision hereafter, the Corporation does hereby and herewith subject and encumber said subdivision and each and every lot therein with the following protective covenants, to-wit:

PART A – Area of Application:

A-1 Land Use and Building Type: All lots in said subdivision shall be used for residential purposes only.

A-2 Lots are for (app 2 acre lots) single-family dwelling. No existing or used dwellings, including all manufactured homes, shall be moved and placed on any plot from another location, and all dwellings must be new construction. The exterior of any building project must be completed within 12 months of commencement of construction.

PART B – Residential Area Covenants:

B-1 Architectural Control: No building shall be erected, placed or altered on any plot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality, workmanship and materials, harmony and external design with existing structures. Carports shall be allowed. The Architectural Control Committee will approve the construction of all buildings. (Main residence, garages, boathouses, outbuildings, carports and fences) Approval shall be as provided in Paragraph "D".

B-2 Dwelling Size: The main structure for all residential plots shall be not less than 1800 square feet of living area. All garages shall be in harmony with the main dwelling.

B-3 Main Dwelling Building Materials: No corrugated, sheet metal materials, or asbestos siding will be allowed.

B-4 Building Location: No building shall be located nearer than thirty-five (35') feet to the front property line (road side) or nearer than thirty (30') feet to any side lot line. No building shall be located any nearer than eighty (80') feet to the rear lot line (lake side). Attached or detached garages or permitted accessory buildings shall be subject to this limitation. House

slabs may be built up to 5' above levee. Drainage of land should be such that no water drains from residential lot into the lake. Lots should be made to drain to the south away from the lake.

B-5 Easements: For installation and maintenance of utilities, drainage utilities and ingress and egress are reserved as shown on the attached plat.

B-6 Nuisances: 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 for automobile wrecking, junkyard or other junk purposes, and no intoxicating beverages shall be sold or stored on any lot. No automobile, truck or other commercial vehicle repair operations shall be carried on in said addition. No antenna shall be erected on any of said property for the transmission of radio or television signals, nor for the purpose of a "ham radio", citizens' band base stations, or short-wave radio operation; the only antennas erected to be standard residential receiving of television, A.M. or F.M. radio signals; all of such antennas not to exceed thirty (30') feet in height.

B-7 Temporary Structures: No structure of a temporary character shall be used on any lot as a permanent residence.

B-7a Temporary use or storage of recreational type vehicles on a lot without a permanent residence must be approved by the Architectural Control Committee/Homeowners Association.

B-7b Recreation vehicles may be used as a temporary residence during home construction for no more than one(1) year unless approved by the Architectural Control Committee/Homeowners Association.

B-8 Oil and Mining Operations: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or on 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.

B-9 Livestock, Poultry and household pets: No Livestock or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purpose on any residential lot. No free-roaming pets will be allowed.

B-10 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Equipment for the storage of such material shall be kept in a clean and sanitary condition. No burning of household trash. Only standard household trash receptacles may be used. Trash receptacles must be picked up within a timely manner and must be kept out of view from road.

B-11 Sight Line: (80' Building line to the lake) No wall, hedge or shrub plantings, which completely obstructs sight line shall be placed or permitted. No tree shall be permitted to remain within such sight lines unless the foliage line is maintained at sufficient height to prevent complete obstruction of such sight line.

B-12 Maintenance: All lots shall be maintained for neat appearance and will be enforced by the Architectural Control Committee. Each lot owner, Crystal Ski Lakes Corporation excluded, is obligated to pay assessments to the Corporation in equal monthly installments on or before the first day of each month. The monthly assessment may be referenced in the Homeowners Association by-laws.

B-13 Boats, trailers, campers, recreational vehicles or similar vehicles to be placed or stored upon any lot in said addition on a permanent basis must be kept within the "Building

Location Guidelines" as specified in B-4. A "permanent basis", as that term is used above, shall mean any period or periods in excess of seventy-two (72) consecutive hours.

B-14 No jet skis allowed on lake, except for use during ski tournaments for safety or pick-up of participants.

PART C – Boathouse Covenants

C-1 Boathouse Size: Vertical support beams shall be a minimum of 6"x6" (8"x8" is acceptable and preferred). Telephone poles may be used so long as they are boxed in. Concrete footers may be installed for foundation and base for vertical supports. Unsightly cross bracing is not allowed. Boathouse structures may not extend into the lake more than 10' from the property line. (North property line)

C-2 Decks: The lower deck of the boathouse may be up to 3' above the elevation of the levee. Upper decks must have handrails and adequate fall protection, knee rail, vertical guards, etc. All boathouses will be skirted as described in the plan drawings. All skirts shall be covered with roofing as dictated by the Architectural Control Committee.

C-3 Enclosures: A boathouse enclosure can be a maximum of 240 square feet with no more than two enclosures and will be located on the South side of the boat house platform.

C-4 Enforcement: All boathouse designs must be approved by the Architectural Control Committee prior to construction. The Architectural Control Committee reserves the right to review boathouse construction for safety, compliance and recommended improvements. Failure to conform to these standards could result in the loss of lake privileges.

PART D – Architectural Control Committee

D-1 Membership: The Architectural Control Committee shall be composed of members designated initially by the developer. At such time as the developer shall withdraw from said subdivision, a majority of the owners of the lots therein may designate the representatives to serve on such committee, so long as such is needed.

D-2 The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fail to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event if so suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E – Terms:

E-1 Term: These covenants are to run with the land and same shall be binding on all parties and all persons claiming under them for a period of not less than forty (40) years from the date of these covenants, after which time said covenants shall be automatically 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.

E-2 Enforcement: If the parties hereto, or any of them or any owner of real property in said addition, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages due for such violations.

E-3 Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect, and each clause, phrase or portion of a sentence shall be considered separate and apart from any other clause, phrase or portion of a sentence.

E-4 Emergency Access: Crystal Ski Lakes Corporation will provide access (either through manual or automatic gates) to Crystal Ski Lakes Property to all area emergency response entities. Lock Boxes with Emergency Response Team Keys or Remote Controlled Access will be provided to these entities and access control will be maintained by Crystal Ski Lakes at all times.

EXECUTED this the 17 day of January, 2008.

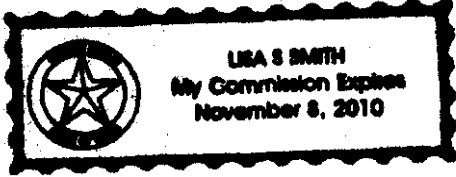
CRYSTAL SKI LAKES CORPORATION,
a Texas corporation

By: Randy Sonnier
Randy Sonnier, President

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THE STATE OF TEXAS *
COUNTY OF JEFFERSON *

This instrument was acknowledged before me on this the 17th day of January 2008, by RANDY SONNIER, as President of CRYSTAL SKI LAKES CORPORATION a Texas corporation, on behalf of said corporation.



Lisa S. Smith
Notary Public, State of Texas

RETURN TO

SOUTEX
3727 DOCTORS DR
PORT ARTHUR TX 77642

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

2008 Jan 23 01:09 PM

2008002681

JAMES \$44.00

CAROLYN L. GUIDRY COUNTY CLERK
JEFFERSON COUNTY TEXAS