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286-01-0955

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF MONTGOMERY

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RESTRICTIONS AND COVENANTS GOVERNING  
CLEARWATER COVE SUBDIVISION  
MONTGOMERY COUNTY, TEXAS

REAL PROPERTY RECORDS

THAT, WHEREAS, CLEARWATER COVE, INC., hereinafter called DEVELOPER, is the owner and developer of all lots in Clearwater Cove, a Subdivision in the Abraham Pevehouse Survey, Abstract 423, Montgomery County, Texas according to that plat recorded in Cabinet "E" Page 37-A, Map Records, of Montgomery County, Texas and

WHEREAS, it is the desire of DEVELOPER to place restrictions, covenants, conditions, stipulations, reservations, and easements upon and against all such lots in order to create and carry out a uniform plan for the improvement, development, and sale of the lots therein for the benefit of the present and future owners of said property:

NOW, THEREFORE, the covenants, conditions, restrictions and easements, hereinafter set out, shall be, and the same are, made applicable to Clearwater Cove, and shall apply uniformly to all lots in their use, occupancy and conveyance of all such lots and each contract or deed which may be executed with the regard to any of such lots shall conclusively held to be executed, delivered, and accepted subject to the following covenants, conditions, restrictions and easements as though set out in full or by reference in said contract or deed:

1. GENERAL LAND USE:

All lots, SAVE AND EXCEPT, lots designated as reserve A, B, C & D shall be used for single family residential purposes only and any commercial activity on such lots is expressly prohibited. The lots designated as reserve A, B, C & D shall be unrestricted and may be used without limitation and these restrictions shall not be applicable to those tracts.

A. All residential structures, other than mobile homes, shall contain not less than 900 square feet of living area, excluding garages, carports, and porches. All structures used for residential purposes must be constructed on the premises and once construction has started on a building of any type, it shall be completed nine (9) months from the time construction commenced. If the building is not completed within that period of time, appropriate legal action can be taken to require the owner to remove the incomplete portion of the building from the premises. Only new construction material shall be used.

- B. Mobile homes may be used as a residence on all lots except lots one(1) through twenty-two (22) block two (2) and lots 14 through 17 block three (3) lot one (1) through twenty-six (26) block four (4) lot one (1) block five (5) and lots thirteen (13) through nineteen (19) block five (5) which are restricted to residential structures built on the lot. The livable area of such structures shall contain not less than 900 square feet, excluding garages, carports, and porches. Only new construction material shall be used. Mobile homes must contain not less than 700 square feet and not be more than five (5) years old at the time of move in. Mobile homes must have a pitched composition roof and wood or masonite type siding. All mobile homes must be under pinned by either brick, stone, aluminum or wood within 120 days after move in and wood material must be painted to match the exterior color of the mobile home. Immediately after or before moving a mobile home onto any lot, it is necessary that a building permit be secured from the office of the planning department, Permit Division, Montgomery County, Texas. The requirement that any mobile home used as a residence be not more than five (5) years old at time of move in may be waived by written approval of the Administrator of the Maintenance Fund if, in the opinion of the administrator, the condition of the mobile home is such that it does not detract from the quality of the subdivision or adversely affect the uniform plan established for the subdivision.

3. BUILDING LOCATIONS:

All structures, including mobile homes, must be placed at least 20 feet back from the property line fronting any street and 10 feet from the back property line and at least 5 feet from the property line on either side of the lot or as indicated by the building set back lines and utility easements shown on the subdivision plat. If physical shape prohibits owner of said lot from obeying this rule then said requirement may be waived by written waiver executed by the present Administration of the Maintenance Fund. Residential buildings on corner lots shall face the street upon which the lot fronts as shown by the recorded map of the subdivision. The front of the lot is defined as being the property line having the smallest dimension on a street. On certain irregular shaped lots, the facing of the residence is hereby declared to be under the supervision and control of the Administrator of the Maintenance Fund.

4. RESIDENT SUBDIVIDING:

No tract shall be subdivided nor shall there be more than one (1) residence per tract.

5. NUISANCES:

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage (except for living quarters contained therein for bona fide servants) barns or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently and no such structure may be built on any lot prior to construction or installation of a permanent dwelling.

7. SIGNS:

Save and except the lots designated as Reserve A, B, C & D, no signs of any kind shall be displayed to the public view on

any lot except one sign of not more than eight (8) square feet advertising the property for sale or rent, or signs used by a manufacturer or Builder to advertise the property during the construction and sales period.

8. PIERS, BOATSLIPS AND BOATHOUSES:

Lots 1 through 9, and 34 through 38, Block 2 may construct piers, boatslips, and/or boathouses provided written approval is obtained from the San Jacinto River Authority and the Administrator of the Maintenance Fund and provided they do not extend closer than 5 feet from the side of the lot.

No piers, boathouses or other construction may extend into the canal right-of-way adjacent to Lots 9 through 33, Block 2. Boatslips may be constructed on these lots provided they are bulkheaded and the design is approved in writing by the Administrator of the Maintenance Fund.

9. FENCES:

No fence of any type will be allowed on lots in Block 2. Fences may be constructed on all other lots provided that they are no more than 4 feet high and their design is approved in writing by the Administrator of the Maintenance Fund.

10. LIVESTOCK AND POULTRY:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. All animals shall be kept within the boundaries of the lot unless accompanied by owner.

11. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. The burning of trash, garbage or other debris on any tract is prohibited.

12. SEWAGE DISPOSAL:

All dwelling structures placed upon any tract shall contain sanitary facilities including toilets, wash basin, tub or shower, and the same must be connected to a functional sanitary system approved by the appropriate government authority. The use of septic tank systems is expressly prohibited.

13. CUTTING WEEDS AND DRAINAGE:

Grass, vegetation, and weeds on each lot shall be cut as often as necessary in order to maintain the same in a neat and attractive appearance. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete or steel pipe and shall be twenty four (24") inches in diameter. Nothing may be done by an owner, his grantees or assigns which will result in changing or altering or interfering with the existing drainage or water across a lot or any adjacent property.

14. FIREARMS:

The use or discharge of firearms in the Subdivision is strictly and expressly prohibited.

15. VEHICLES:

No vehicles, boats or trailers, or parts thereof, may be parked in the streets. No inoperative motor vehicle will be stored or parked on the premises. All vehicles parked on any street shall have a current license tag and state inspection sticker. No 18 wheel trucks or construction trucks shall be allowed, kept, or parked inside the development. All owners agree that they will use the streets in a safe, lawful, reasonable and courteous manner.

16. OFF-STREET PARKING:

Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide for appropriate space for off-street parking for vehicle and/or boat.

17. CUTTING TIMBER AND REMOVAL OF DIRT:

The digging and removal of dirt, gravel, iron ore, or any other surface substance is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such lot. There shall be no timber cut or trees removed on such lot except as may be necessary in the construction of a dwelling or placing of a mobile home thereon until one-half (1/2) of the purchase price owed to the DEVELOPER is paid or until this Contract is terminated.

18. RIGHT OF MORTGAGEES:

Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easement, agreements, restrictions, reservations or covenants are violated.

19. SEVERABILITY:

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

20. UTILITY EASEMENTS AND CHARGES:

There are dedicated and reserved permanent unobstructed easements including a five (5) foot utility easement over, under, along and across interior side of each lot, or as indicated on subdivision plat, which said easements shall be a burden and charge against such lots over which said easements extend. The utility easements shown hereon include the right to remove all trees within the easements and the right to trim overhanging trees and shrubs located on property adjacent thereto, also to construct any drainage ditches that might be necessary to the proper drainage of the subdivision. The owner of each lot in the subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground utility cable and appurtenances from the point of the utility company's entering on the customer's structure to

the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company, at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot.

21. UTILITY SERVICE:

For beautification and safety reasons, all utility and cable lines from the road to the home shall be underground and shall be installed by a licensed installer.

22. UTILITY RESERVATIONS:

The following reservations and easements shall be considered a part of and be construed as being adopted in each and every contract, deed or other conveyance executed or to be executed in the conveyance of the various lots in Clearwater Cove.

- A. The Developer, his successors and assigns, shall have the right to construct, erect, and maintain over, along, upon and under the several streets, drives, lanes, roads, easements and reserve areas, as shown on the above mentioned subdivision plat of Clearwater Cove, wires, poles for the purpose of construction and maintaining a system of electric lights, power, telegraph and telephone lines and connections; and to construct, lay and maintain along, in and under any and all of said streets, lanes, drives, roads, easements, and reserve areas all pipe conduits, valves and other necessary and proper equipment for the construction of systems of drainage, sewage and water supply (retaining also the right to grant or deny to area beyond said SUBDIVISION connection privileges on said drainage, sewage or water system), gas, light and power, telegraph and telephone service and other utilities to the SUBDIVISION and the lot owners therein; and for all other purposes incident to the development and use of said property as a community unit and subdivision.
- B. It is agreed and understood that the title conveyed to any lot or parcel of land in said SUBDIVISION by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric lights, electric power or telephone or telegraph lines, poles or conduits or any other utility or appurtenances thereto constructed by Clearwater Cove SUBDIVISION, or any public utility companies through, along or upon any portion of the herein above mentioned streets, drives, lanes, roads, easement and reserve areas, and the right to maintain, repair, sell or lease such lines, utilities, and appurtenances as hereby expressly reserved by Clearwater Cove SUBDIVISION.

23. TERMS:

These covenants of restrictions are to run with the land and shall be binding on all owners of lots in Clearwater Cove, and all persons claiming under them until January 1, 2000, after which time said covenants, and restrictions shall be automatically extended successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots is filed for record in Montgomery County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

24. MAINTENANCE FUND:

Each lot shall be subject to a monthly maintenance charge to be used for the purpose of maintaining of all common areas, maintenance and installation of street paths, parks, pathways esplanades, vacant lots, lighting, fogging, employing policemen and workmen, paying ad valorem taxes on all common areas, cost of administration of the fund and other purposes necessary or desirable in the opinion of the Administrator of such fund to maintain or improve the property of which it considers to be a general benefit to the owners or occupants of the property covered by these Restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restriction of this section or subsequent sections of Clearwater Cove. The amount of the maintenance charge shall be set by the Administrator of the funds from time to time subject to the limitations contained herein.

The Developer shall collect and maintain control over the maintenance fund and administer same until all of the lots in Clearwater Cove are sold by Deed or Contract or for ten (10) years from this date whichever comes first or at any earlier time if the Developer so elects. At that time the Developer shall cause a Property Owners Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. No other association, group, corporation, individual or any entity other than the association formed pursuant to these Restrictions shall be authorized to collect and administer the maintenance fund.

The Property Owners Association shall consist of all of the owners of lots in Clearwater Cove including these sections or any other sections which may subsequently be developed on this tract or adjacent land. The name of the Association shall be Clearwater Cove Property Owner's Association. Each residential lot owner from all sections shall be a member of such Association and entitled to one (1) vote for each lot owned by Deed or Contract. Prior to incorporation, the Association shall be governed by a Board of Directors consisting of three (3) property owners selected by the Developer at such time as maintenance responsibility and authority is vested in the Association.

Such Association may adopt such By-Laws, Rules and Regulations as it deems appropriate consistent with these restrictions.

The maintenance charge shall be paid monthly on the first day of each month following the purchase of such lot or lots. The maintenance charge shall not accrue against any lot in which the legal and/or equitable title is vested in Clearwater Cove, notwithstanding that a lot may have been previously sold by a Deed or Contract and title thereto reverted back to Clearwater Cove. During the time that such fund is administered by the Developer, the monthly charge shall not exceed Ten and No/100 (\$10.00) Dollars per month. However, after the Property Owner's Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association. Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien on the lots subject to such charge and the administrator of such funds shall be entitled to foreclose on such Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent lot owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of court in any legal proceeding. No owner may waive or otherwise escape liability for the maintenance charge provided for herein by nonuse of the Common Area or abandonment of his lot.

REPRODUCED FROM ORIGINAL RECORDS

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 10/10/01 BY 60322 UCBAW/STP

The Administrator of funds shall have the sole discretion as to how such money shall be used to comply with the provisions of this paragraph. During all times that Clearwater Cove is the Administrator of such funds it shall maintain the proceeds in an account separate and apart from all other accounts of Clearwater Cove, and shall keep accurate records of all receipts and disbursements. In the event Clearwater Cove is compelled to advance its own funds to defray expenses of maintenance of the facilities and properties to be maintained by this fund, Clearwater Cove shall be entitled to repayment at such time as the fund is sufficient.

25. OIL, MINING AND DRILLING OPERATIONS:

No oil drilling or development operations, quarrying or mining operations, or drilling for water wells or wells of any kind shall be permitted upon or in any lot. No wells, tanks, tunnels mineral excavations or shafts shall be permitted upon or in any lot.

26. ENFORCEMENT:

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns and apply equally for the benefit of any subsequent owner of a lot or lots in Clearwater Cove SUBDIVISION and his heirs, executors, administrator and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said Parties. Any owner violating these restrictions shall also be responsible for all attorney's fees and costs of Court incurred by anyone enforcing these restrictions. And because the agreement to conform and comply with these restrictions constitute a part of the consideration, a Vendor's Lien is retained and reserved by and to any one authorized to and who does in fact enforce these restrictions through legal action in a Court of law to secure payment of attorney's fees and other expenses incurred in the enforcement of these restrictions. Such Vendor's Lien however shall be inferior and sub-ordinate to any Deed of Trust, mortgage, or other lien which may be created by any owner for the construction of any improvements upon such premises.

27. HEADINGS:

All sections and paragraph headings used herein are for convenience only, and shall have no efficacy in construing any of the restrictions, covenants, or conditions herein contained.

DATED this 17th day of July 1984.

CLEARWATER COVE, INC.

By: Michael B. Stoecker  
MICHAEL B. STOECKER  
President

286-01-0962

THE STATE OF TEXAS X  
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MICHAEL B. STOECKER, President Clearwater Cove, Inc., 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 consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17<sup>th</sup> day of July 19 84.

*Michelle Patchen*  
(signature of Notary Public)



expires:

MICHELLE PATCHEN  
(type or print name of Notary)  
Notary Public in and for  
Montgomery County, Texas

FILE FOR RECORD

1984 JUL 18 AM 9:28

*Roy Harris*  
COUNTY CLERK

AFTER RECORDING RETURN TO  
AP Investments Inc.  
P.O. Box 747  
Conroe TX 77305

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that this instrument was filed in the Public Records on the date and at the time shown herein and was duly recorded in the Public Records of said County of Montgomery County, Texas.

JUL 18 1984

 *Roy Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS