

Downey's Lot Owner's Association Deed Restrictions Section 16

SECTION 16 DEED RESTRICTIONS

That GULF COAST HOME BUILDERS, INC. and DOWNEY BROS. INC. OF HARRIS COUNTY, herein called "Owners", are the owners of Downey's Caney Creek Club, Section Sixteen, a subdivision out of the William Baxter League, Abstract 4 and

M. D. Pierce Survey, Abstract 70, in Matagorda County, Texas, as recorded in Volume 5 Pages 41-42-43 of the Plat Records of Matagorda County, Texas.

NOW, THEREFORE, Owners dedicate to public use as such, the streets, alleys and easements shown on the plat of said subdivision, forever, and covenant and declare that all lots in said subdivision shall be subject to the following restrictions, covenants and conditions, and each lot in said subdivision shall be conveyed by Owners subject thereto.

Any purchaser by, through or under it shall hold title to the lot conveyed subject to the restrictions, covenants, conditions and easements herein referred to, which shall continue and remain in effect until August 1, 1989, and for such an extended time, if extended as herein provided, said easements, restrictions, covenants and conditions being established and fixed against said property for the purpose of establishing and creating a uniform plan of development for said property.

The easements, covenants, restrictions and conditions to which such property shall be subject are:

1. No building shall be erected or maintained on any lot in said subdivision other than a private residence and a private garage for the sole use of the owner or occupant. No more than one residence shall be erected on any one lot except that a duplex may be built on two adjoining lots, and except those lots which may be designated by developers as park sites
2. No used building or structure of any kind shall be moved onto, permitted on, or permitted to remain on any lot. No building or structure may be constructed or covered with tar paper, canvas or other material not customarily used for the construction of residences. Used materials shall not be used in construction of any buildings.
3. Each residence shall have a minimum floor area of 400 square feet, except that a fully enclosed screened porch or room is to be computed as being within the square foot area. No building shall be occupied while it is in the process of construction. All buildings shall be completed with six (6) months after construction is commenced.
4. No buildings shall be erected, placed or altered on any lot 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 harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Only new material, with the exception of brick, shall be used on new structures.
5. The Architectural Control Committee is composed of three (3) members appointed by Owners for the betterment and improvement of the subdivision, until all lots are sold. The three members are C. J. Downey, D. F. W. Downey and H.B. Sanders.
6. No fences shall be permitted to extend nearer to the street than the minimum set back line as shown on the recorded plat.
7. No residential structure or other building shall be located nearer to the front line or the side line than shown on the recorded plat.

8. No livestock shall be staked or pastured on any lot. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two (2) dogs, or two (2) cats or other household pets may be kept, provided they are not bred, kept or maintained for commercial purposes and solely as pets, and a maximum of three (3) of any combination as household pets shall be permitted. A reasonable number of caged birds may be kept on premises.
9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
10. Any trailer placed on any lot must first be approved by the Architectural Control Committee. (None other than factory manufactured trailers are permitted on premises. Void due to County & Federal Building Laws.)
11. No signs, billboards, posters or advertising devices of any character shall be erected on any lot; the owner and developer may construct and maintain billboards and advertising devices customary in connection with the general sale of property in the subdivision.
12. No outside toilet or privy shall be erected or maintained in the subdivision. No sewage or other waste matter shall be placed or deposited in, or permitted to drain in bar ditches. All sanitary plumbing shall conform with the minimum requirements of the Health Department of Matagorda County, the state of Texas, and the Architectural Control Committee in subdivision.
13. No part of any lot shall be used for the dumping of rubbish, trash, or other waste, all of which shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and sanitary.
14. An assessment of \$12.00 per lot per year shall be charged to the Owner on each lot in said subdivision for the maintenance of future park area, boat launching ramps, club house; and or other expenditures as determined by Downey's Caney Creek Club Civic Committee as its sole judgment may deem necessary for the benefit of the Owners of all lots in subdivision. The maintenance fees shall be paid to "MAINTENANCE FUND", Downey's Caney Creek Club Section Sixteen, P. O. Box 26527, Houston, Texas 77032. The maintenance charge shall begin on the first day of the month following the date of the sales contract or deed of conveyance, whichever is sooner, and will be paid annually in advance and shall be due on August 1st each year. The Civic Club members are appointed by Owner and Developer from year to year. The maintenance charge shall not apply to lots owned by Developers.
15. The maintenance charge shall be paid by each and every lot owner and is secured by the vendor's lien which is expressly created and retained upon each and every lot. The lien for the maintenance charge shall be secondary, subordinate and inferior to the lien of any bona fide mortgagee. The Civic Committee shall be the custodian and administrator of the maintenance fund, and the vendor's lien is transferred and assigned to the Civic Committee.
16. The Civic Committee shall have the authority to adjust the maintenance charge from year to year as it may deem proper, but in no event shall such charge exceed the maximum herein stated without the consent of ninety (90%) percent of the owners of lots in said addition.
17. If the owner of any lot in said subdivision, or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision 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 or other dues for such violations.

18. The foregoing restrictions, covenants and conditions shall constitute covenants running with the land and shall be binding on and inure to the benefit of Owners, their successors and assigns and all persons claiming by, through and under Owners and shall be effective until August 1, 1989, and shall be extended automatically thereafter for successive periods of ten (10) years, provided, however, that the owners of a majority of the square foot area in said subdivision may terminate the same on August 1, 1989, or at the end of any successive ten (10) year period thereafter by executing, acknowledging and filing for record in the Matagorda County Clerk's office an appropriate instrument or agreement in writing for such purpose which may be filed at any time within five (5) years of the end of any successive ten (10) year period, but said restrictions shall nevertheless continue to the end of the period for which they are then in effect.

19. Invalidation of any one or more of these restrictions, covenants or conditions by judgment, court order or otherwise shall in no wise affect or invalidate any other restriction, covenant or condition, but all such other restrictions, covenants and conditions shall continue and remain in full force and effect. Executed this 24th day of January, 1969 by and through the respective officers hereunto duly authorized.