

Downey's Lot Owner's Association Deed Restrictions Section 18

SECTION 18 DEED RESTRICTIONS

That DOWNEY BROS. INC. OF HARRIS COUNTY, a Texas corporation, and GULF COAST HOME BUILDERS, INC., A Texas Corporation, hereinafter called "OWNERS", are the owners of Downey's Caney Creek Club, SECTION EIGHTEEN, a subdivision out of the William Baxter League, Abstract 4 and the M. D. Pierce Survey, Abstract 70, in Matagorda County, Texas, as recorded in Volume 6, Pages 28-29 of the Plat Records of Matagorda County, Texas.

NOW, THEREFORE, Owners grant to and establish for the use and benefit of the owners of any part or portion of land comprising any part of Downey's Caney Creek Club SECTION EIGHTEEN, the use, as a means of ingress and egress for persons or property, of all streets shown on said plat forever, and Owners and their successors and assigns specifically reserve the right to control and use said streets and further specifically reserve the right to construct and maintain said streets and further specifically reserve the right to construct and maintain in, under, upon and across the said streets and easements and water mains, sewer and gas lines, electric light and telephone lines, and any other utility or service facilities, and Owners do hereby bind themselves, their successors and assigns to WARRANT AND FOREVER DEFEND title to the land so granted and established for the use and benefit as herein stated of the owners of Downey's Caney Creek Club, SECTION EIGHTEEN, or any part of portion of land comprising any part of Downey's Caney Creek Club, SECTION EIGHTEEN, as shown on the plat of said subdivision. Owners further 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. Property in said subdivision shall be used for single residence families only. No duplexes, rooming houses, apartment houses or similar building shall be permitted upon such property, except that a duplex may be built on two adjoining lots. No buildings shall be erected, placed or altered on any lot until the construction plots, specifications and plat plan, showing the location of the structure, has been approved by the Architectural Control Committee.
2. 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 D. F. W Downey, C. J. Downey and H. B. Sanders
3. No lot or any part thereof may be used for commercial, business or professional uses of any type.
4. No building shall be occupied while it is in the process of construction. All buildings shall be completed within six (6) months after construction is commenced.
5. No more than one residence shall be erected on any lot.
6. No building or structure may be constructed or covered with tar paper, corrugated metal or any material other than that customarily used for the erection of residences, and all residences shall have a minimum of six hundred (600) square feet of living area.

7. No tents or canvas covered shelters may be placed on any lot at any time.
8. No used house or other building may be moved on any lot in said Subdivision. 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.)
9. 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.
10. 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, or canals. All sanitary plumbing shall conform with the minimum requirements of the Health Department of Matagorda County, Texas, and the Architectural Control Committee in Subdivision.
11. All piers, docks and other structures erected adjacent to any lot shall conform to all regulations and laws pertaining to said property. No boat house or pier shall extend into any canal more than six (6) feet from the real property line. No building or residence shall be located on any lot nearer than the minimum set back lines as shown on the recorded plat, or nearer than five (5) feet to any side lot, including overhands, steps and porches.
12. The canals are for the use of all persons in the subdivision and shall not be obstructed in any manner. No waste, refuse or other foreign material or any kind shall be dumped or deposited in any of said canals.
13. 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 no more than two (2) dogs or cats or other household pets may be kept, provided they are not bred, kept or maintained for commercial purpose and solely as pets.
14. No signs, billboards, posters or advertising devices of any character shall be erected on any lot or plat. The owner and developer may construct and maintain billboards and advertising devices customary in connection with the general sale of property in the subdivision.
15. 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 Streets, Canals, Drainage, and or other expenditures as determined by Downey's Caney Creek Club Civic Committee as its sole judgment shall 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 Eighteen, P. O. Box 26527, Houston, Texas 77032. The maintenance charge for the first year shall be at the rate of \$1.00 per month per lot and shall begin on the first (1st) day of the month following the date of the sales contract or deed of conveyance, whichever is sooner, and will end the 31st day of the following July. Each annual maintenance assessment thereafter shall be paid the 1st day of August of each succeeding year thereafter and shall be paid annually in advance. 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.
16. 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.

17. The Civic Committee shall have 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.

18. All funds collected shall be used for any and all purposes in said subdivision which the Committee in its sole judgment may deem for the benefit of the owners of all lots in said subdivision.

19. 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 damage or other dues for such violations.

20. 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 any 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.

21. 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 conditions, but all such other restrictions, covenants and conditions shall continue and remain in full force and effect. Executed this 19th day of August, A. D., 1970, by and through the respective officers hereunto duly