

Downey's Lot Owner's Association Deed Restrictions Section 8

SECTION 8 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, Eighth Section, a subdivision out of the William Baxter League, Abstract 4 in Matagorda County, Texas, as recorded in Volume 5, Pages 8-9-10 of the Plat Records of Matagorda County.

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 or structure may be constructed or covered with tar paper, canvas or other material not customarily used for the construction of residences or businesses.
2. 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 has been approved by the Architectural Control Committee.
3. The Architectural Control Committee is composed of four (4) members appointed by Owners for the betterment and improvement of the subdivision, until all lots are sold. The four members are C. J. Downey, D. F. W. Downey, H. B. Sanders and Johnny White. Any one of the four members have the authority to act on behalf of the Architectural Control Committee.
4. No structure shall be located nearer to the side line than shown on the recorded plat, or in any event minimum of five (5) feet.
5. No livestock shall be staked or pastured on any lot. No livestock or poultry of any kind shall be raised, bred or kept on any lot.
6. 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.
7. No junkyards or slaughterhouses will be permitted.
8. 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 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, the state of Texas, and the Architectural Control Committee in subdivision.
10. 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.

11. An assessment of \$20.00 per lot per year shall be charged to the Owner on each lot in said subdivision for the maintenance of 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 Eighth Section, 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 beginning August 1, 1968. 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.

12. 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 the 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.

13. 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.

14. 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.

15. 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.

16. 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 28th day of July, 1967 by and through the respective officers hereunto duly authorized.