

Downey's Lot Owner's Association Deed Restrictions Section 9

SECTION 9 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, Ninth Section, a subdivision out of the William Baxter League, Abstract 4 in Matagorda County, Texas, as recorded in Volume 5, Pages 11 and 12 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. 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 plans, specifications and plot plan, showing the location of the structure, has been approved by the Architectural Control Committee.
2. 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.
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 building 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, the state of 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 rear 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 overhangs, steps and porches.

12. The canals are for the use of all persons in the subdivisions and shall not be obstructed in any manner. No waste, refuse or other foreign material of 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 any 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 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 Ninth 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.

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 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.

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 condition, but all such other restrictions, covenants and conditions shall continue and remain in full force and effect. Executed this 28th day of September, 1967 by and through the respective officers hereunto duly authorized.