

RESTRICTIVE COVENANT AGREEMENT

WHEREAS, the DOUBLE D DEVELOPMENT, INC. is the sole owner of the SPORTSMAN'S PARADISE SUBDIVISION, SECTION TWO, of Henderson County, Texas, a plat of which is filed of record in Volume C, Page 335, in the Plat Records of Henderson County, Texas; and,

WHEREAS, the DOUBLE D DEVELOPMENT, INC. desires to place the hereinafter set forth limitations and restrictions upon the use of the land described in the plat filed of record in Volume C, Page 335, of the Plat Records of Henderson County, Texas, which addition is known as the SPORTSMAN'S PARADISE SUBDIVISION, SECTION TWO; and,

WHEREAS, the purpose of these restrictions is to insure the use of the property for attractive campsite and residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his site, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the DOUBLE D DEVELOPMENT, INC. does for itself, its successors and assigns, hereby make, agree and covenant that the hereinafter set forth limitations, restrictions and uses shall apply to the lots and/or tracts constituting said subdivision, and hereby specify that the said hereinafter set forth limitations, restrictions, and covenants shall constitute a covenant running with the land, as provided by law, and shall be binding on all parties and all persons claiming under it, and for the further benefit of and limitations upon all future owners in said subdivision the following limitations, restrictions, and covenants are set forth, to-wit:

~~(1) There shall be established an Architectural Control Committee, composed of three (3) members appointed by Double D Development, Inc., and/or by its designee or nominee from time to time, to protect the owners of lots in said Subdivision against such improper use of lots, as well as the depreciation of the value of their property, to guard against the erection thereon of structures built of improper or unsuitable materials, to obtain harmonious architectural schemes, to insure the highest and best development of said property, to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon with appropriate locations thereof on lots, to secure and maintain proper set back from streets and adequate free spaces between structures, and in general to provide adequately for a high type of quality of improvements on said property, and thereby to enhance the value of investments made by purchasers of lots. The undersigned, Architectural Control Committee and the officers and members thereof, shall not be deemed to have assumed any liability with regard to any undertaking by consequence of its enactment and enforcement of or failure to enact or enforce minimum standards for any improvements, and no act or omission shall~~

be construed to impose any liability on the undersigned, the said Architectural Control Committee or the members thereof for damages which any grantee may sustain. The undersigned, its assignees or heirs, shall appoint all members of said Committee until the 31st day of August, 1980, and the said Committee shall be chaired by Gary D. Douglas, until his resignation therefrom.

(2) All lots shall be known and described as lots for residential purpose only. Only one family residence may be erected, altered, placed or be permitted to remain on any lot or the adjoining fractional part of any lot. Said lot shall not be used for business purposes of any kind or any commercial manufacturing or apartment house purpose.

(3) No residents or other building of box or sheet metal construction nor any lean-to shall be erected, placed or permitted to remain on any lot in the Subdivision, nor shall any structure of a temporary character be used at any time as a residence.

(4) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. This shall be construed to include all minibikes, trailbikes, motorcycles, or other loud and offensive vehicles.

(5) No buildings shall be nearer than five feet to either side or rear property lines. The minimum lot back of all buildings from the front property lines shall be ten (10) feet.

(6) No building, structure, fence or construction of any kind, including but not limited to piers, boat slips, or other wet storage, shall be constructed, erected or placed on any lot in this Subdivision until the building plans, specifications and plot plan showing the location of said improvements have been submitted to and approved in writing by the Architectural Control Committee for the Subdivision. The committee so constructed may at any time transfer all the powers herein given to an Architectural Control Committee composed of owners of lots in the Subdivision duly selected by democratic processes by all such lot owners.

(7) All lots in Block A, Section Two (2) of SPORTSMAN'S PARADISE SUBDIVISION shall be designated as campsites. As per the Upper Neches Municipal River Attourity Regulations no septic system shall be installed below the 355 foot MSL Elevation in, and around Lake Palestine. Approved recreation vehicles (Travel trailers, campers, etc.) may remain on any lot in Block A. Tents may be temporarily erected, but not left unoccupied, and when struck the camp site must be cleaned.

NOTE: It is specifically pointed out that all lots in Block A, section Two, an easement is on file in the deed Records of Henderson County, Texas in favor of the upper Neches Municipal Water Authority providing for and limited to the right to over flow, flood or cover land up to the 355-foot MLS flood contour.

(8) All lots in Block B, section Two of SPORTSMAN'S PARADISE SUBDIVISION are designated as water front lots and their sole purpose and use shall be the construction or erection of piers, boat houses, boat slips or launch ramps. Approved recreation vehicles (travel trailers, campers, etc.) and Tents may be placed on any lot in Block B temporarily but by no means shall be left for a period of over two weeks.

NOTE: It is specifically pointed out that all lots in Block B, Section Two, an easement is on file in the deed Records of Henderson County, Texas in favor of the Upper Neches Municipal Water Authority providing for and limited to the right to overflow, flood or cover land up to the 355 foot MLS flood contour.



(9) Each permanent home in Section Two (2) of SPORTSMAN'S PARADISE SUBDIVISION shall contain not less than 600 square feet and may be built on any lot, save and except all lots in Block A and Block B, but only if the lot or the combined continuous lots on which it is situated contains at least 6,000 square feet, provided it has been approved by the Architectural Control Committee. Mobile homes may be placed on and used on any lot save and except all lots in Block A and Block B. Each permanent mobile or modular type home shall be not less than 12 feet by 40 feet in size, exclusive of porches, breezeways, and garages, and must be underpinned within sixty (60) days. Approved recreation vehicle (travel trailers, campers, etc.) may remain on any lot, save and except all lots in Block B, but in no event may be used as a permanent residence. Tents may be temporarily erected, but not left unoccupied, and when struck the camp site must be cleaned.

(10) The Architectural Control Committee may, as a condition to its said approval, make any requirements which in its judgment is deemed proper, including the following requirements.

- (a) That the mobile home or camper unit must be in good repair and of an attractive design and appearance.
- (b) That any mobile home or camper be manufactured of a design, appearance, and quality comparable to those built by a commercial manufacturer.
- (c) Water service must be connected and an approved septic system must be installed before any mobile home, travel trailer (unless self-contained) or Morgan type building is occupied, even though used for camping only.

(11) Garages may be placed on any lot, save and except all lots in Block A and Block B, only thirty (30) days prior to the construction of the permanent home or placement of the permanent mobile or modular type home. Approved storage cabinets may be placed on any lot.

(12) Exterior walls of all buildings and improvements shall be constructed of masonry, or other commercial siding approved by the Architectural Control Committee provided that all exposed wood surfaces and cement block surfaces shall be painted with at least two (2) coats of good quality paint. No metal or tar paper roofs shall be used unless approved by the Architectural Control Committee.

(13) All exterior walls must be completed and painted as required and roof must be completed within ninety (90) days after the start of construction. Outside storage and building supplies on any lot in this subdivision shall be permitted only during said ninety (90) days construction period.

(14) All laboratories, toilets and bath facilities shall be installed indoors and shall be connected with adequate septic tanks and lateral lines constructed to comply with the State and Local Health authorities and no outside or surface toilets shall be permitted under any circumstances. All laboratories, toilets and bath facilities shall be completely installed before the residence is occupied.

(15) No pitholes or other excavations shall be dug on any lot in the Subdivision except in connection with the actual construction of the foundation of the improvements to be erected thereon. No lot shall be used or maintained for a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers.

(16) No old or existing house or pre-built or prefabricated house or structure or mobile home or modular type home shall be moved or placed or maintained on any lot on the subdivision without written approval of the Architectural Control Committee.

(17) No residential lot shall be used for the purpose of raising hogs, goats, sheep, rabbits, chickens, or other fowl, or as a place for keeping horses, mules, cattle or other maintain on each lot of said subdivision the usual and customary domestic animals as pets, but no commercial dog or cat kennel shall be permitted.

(18) No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any lot if the subdivision except that one (1) sign not containing more than three (3) square feet of surface area may be displayed for the sale of a dwelling house, but only after the construction of the dwelling house has actually been started. No signs for the sale of unimproved lots shall be permitted.

(19) No water well shall be drilled upon any of the said lots by the owner thereof as long as the water for domestic uses shall otherwise be available to the owner of said lots; but nothing herein contained shall be construed as prohibiting the developer, its successors, assigns or nominees, from drilling a well or wells on the reserved area of any lot of said subdivision for the purpose of supplying water to the owners of any property in said subdivision or any addition thereto.

(20) Each lot in said subdivision sold by developer, its successor or assigns shall be subject to an assessment of not less than \$200.00 for the purpose of bringing water to each lot. The assessment shall become due and payable to developer, its successors and assigns, at the time the water supply is made available to said property.

(21) An easement is reserved for utility insulation and maintenance over the side and rear five (5) feet of each lot. An easement is reserved for the utility insulation and maintenance over the front ten (10) feet of each lot. Said easements are for the construction, operation, and perpetual maintenance of conduits, poles, wires, guide wires as necessary, and fixtures for the electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi public utilities, with right of ingress to and egress from and across said premises for employee of said utility services. These easements shall also include the right for employees of said utilities to cut down and/or to trim any trees or shrubbery which at anytime may interfere with or threaten to interfere with the operation or maintenance of such lines.

It is understood and agreed that it shall not be considered a violation of the terms and provisions of this easement if wires, cables or cross arms carried by such utility pole lines pass over some portions of said lots not within the easement as long as such lines do not hinder the construction of building on any lots herein.

(22) Notwithstanding any thing to the contrary contained herein, the developer reserves for itself, and its designated agent or agents, the right to use any lot or lots for a temporary office location and a right to place a sign on any lot.

(23) The owner of each lot shall keep the same cleaned and free of weeds and debris such as will be in keeping with other property and the community at any particular time. All lots shall be kept clean and free of all boxes, rubbish, trash, inoperative cars, and other debris. Refrigerator and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other offending items at the expense of the offending party.



(24) An assessment is hereby made of three (3) dollars (\$3.00) per month per lot to the owner of only one lot in said Sub-division, and an assessment of one dollar and fifty cents (\$1.50) per month per lot for each lot thereafter, payable annually on the first day of January of each year beginning January 1, 1978. The assessment is payable to the Sportsman's Paradise Owners Association at its office in Henderson County, or at such other address as may be fixed. Such charges and assessments to be secured by an assessment lien upon said lots, if not paid within 60 days of due date. The assessment charge for a lot purchased during the calendar year shall be prorated from the date of purchase to the end of the calendar year.

The fund created by the assessment and charges shall be used to cover expenses incurred in the maintenance and operation of the association properties and facilities or for community improvement. To be specific, these assessments and charges may be used for enforcement of the Sub-division restriction and for the construction and reconstruction, improvement and maintenance of roads and streets, swimming pools, parks, and other improvements and for the security system, patrols, or guards at the said Subdivision, and of any other uses approved by the board of directors of Sportsman's Paradise Owners Association.

These assessments or charges can be raised by a majority vote of the members present at a meeting of members duly convened to increase such assessments. Such assessments and charges shall extend for a period of twenty-five (25) years from January 1, 1978, and shall be extended automatically for successive periods of ten (10) years unless the then owners of a majority of the lots in the entire addition vote to discontinue such assessments and charges. Such action to be evident by written instruments signed and acknowledged by the owners of a majority of the lots and recorded in the Deed Records of Henderson County, Texas. By acceptance of the deed or contract of sale, each purchaser agrees and consents to and joins in such assessments and charges.

(25) No lot which is under a contract of sale then in force with the undersigned being the seller thereunder, or deeded to the purchaser thereof, may be subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors and assigns.

(26) No hunting or discharging of fire arms shall be permitted on any lot or on any part of the Subdivision.

(27) It is specifically pointed out that as to certain lots or portions of certain lots in the Sportsman's Paradise Subdivision, an easement is on file in the Deed Records of Henderson County, Texas, in favor of the Upper Neches River Water Authority providing for and limited to the right to over flow, flood or cover land up to the 355-foot MSL flood contour.

(28) These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Subdivision, whether by descent, devise, purchase or otherwise, and any person in acceptance of title, to any lot of this Subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for successive period of ten (10) years unless, by a vote of a three-fourths (3/4) majority of the then owners of the lots in said Subdivision (each lot having one vote), taken prior to the expiration of said twenty-five (25) year period and filed for record in said County, it is agreed to amend or release same.

(29) If any person or persons shall violate or attempt to violate any of the restrictions and covenants hereon, it shall be lawful for any person or persons owning any lot in said Sub-division to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restrictions and covenants, either to prevent him or them from doing so or to correct such violation or to recover damages or other relief for such violation.

(30) Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in no wise affect any of the other covenants, restrictions, provisions herein contained, which shall remain in full force and effect.

EXECUTED this the 18 day of APRIL, 1977.

ATTEST:

DOUBLE D DEVELOPMENT, INC.

*Margie Dossey*  
MARGIE DOSSEY  
Secretary


By:

*Thomas M. Dossey*  
THOMAS M. DOSSEY, President

STATE OF TEXAS I  
COUNTY OF HENDERSON I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared THOMAS M. DOSSEY, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said DOUBLE D DEVELOPMENT, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.


GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of April, 1977.

Dorothy Leavy  
Notary Public in and for  
Henderson County, TEXAS  
My commission expires: 

STATE OF TEXAS I  
COUNTY OF HENDERSON I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MARGIE DOSSEY, Secretary, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said DOUBLE D DEVELOPMENT, INC., a corporation, and that she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of April, 1977.

Dorothy Leavy  
Notary Public in and for  
Henderson County, Texas 



9738

STATE OF TEXAS                   X  
COUNTY OF HENDERSON           X

RESTRICTIVE COVENANT AGREEMENT

WHEREAS, the DOUBLE D DEVELOPMENT, INC. is the sole owner of the SPORTSMAN'S PARADISE SUBDIVISION, SECTION ONE, of Henderson County, Texas, a plat of which is filed of record in Volume 9, Page 94, in the Plat Records of Henderson County, Texas; and,

WHEREAS, the DOUBLE D DEVELOPMENT, INC. desires to place the hereinafter set forth limitations and restrictions upon the use of the land described in the plat filed of record in Volume 9, Page 94, of the Plat Records of Henderson County, Texas, which addition is known as the SPORTSMAN'S PARADISE SUBDIVISION, SECTION ONE; and,

WHEREAS, the purpose of these restrictions is to insure the use of the property for attractive campsite and residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his site, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the DOUBLE D DEVELOPMENT, INC. does for itself, its successors and assigns, hereby make, agree and covenant that the hereinafter set forth limitations, restrictions and uses shall apply to the lots and/or tracts constituting said subdivision, and hereby specify that the said hereinafter set forth limitations, restrictions, and covenants shall constitute a covenant running with the land, as provided by law, and shall be binding on all parties and all persons claiming under it, and for the further benefit of and limitations upon all future owners in said subdivision the following limitations, restrictions, and covenants are set forth, to-wit:

(1) There shall be established an Architectural Control Committee, composed of three (3) members appointed by Double D Development, Inc., and/or by its designatee or nominee from time to time, to protect the owners of lots in said Subdivision against such improper use of lots as well as the depreciation of the value of their property, to guard against the erection thereon of structures built of improper or unsuitable materials, to obtain harmonious architectural schemes, to insure the highest and best development of said property, to encourage and secure the erection of attractive homes and placement of attractive mobile homes thereon with appropriate locations thereof on lots, to secure and maintain proper set back from streets and adequate free spaces between structures, and in general to provide adequately for a high type of quality of improvements on said property, and thereby to enhance the value of investments made by purchasers of lots. The undersigned,



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the Architectural Control Committee and the officers and members thereof, shall not be deemed to have assumed any liability with regard to any undertaking by consequence of its enactment and enforcement or failure to enact or enforce minimum standards for any improvements, and no act or omission shall be construed to impose any liability on the undersigned, the said Architectural Control Committee or the members thereof for damages which any grantee may sustain. The undersigned, its assigns or heirs, shall appoint all members of said Committee until the 31st day of August, 1990, and the said Committee shall be chaired by Gary D. Douglas, until his resignation therefrom.

(2) All lots shall be known and described as lots for residential purpose only. Only one family residence may be erected, altered, placed or be permitted to remain on any lot, or the adjoining fractional part of any lot. Said lot shall not be used for business purposes of any kind or any commercial manufacturing or apartment house purpose.

(3) No residents or other building of box or sheet metal construction nor any lean-to shall be erected, placed or permitted to remain on any lot in the Subdivision, nor shall any structure of a temporary character be used at any time as a residence.

(4) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. This shall be construed to include all minibikes, trailbikes, motorcycles, or other loud and offensive vehicles.

(5) No building shall be nearer than five feet to either side or rear property lines. The minimum set back of all buildings from the front property lines shall be ten (10) feet.

(6) No building, structure, fence or construction of any kind, including but not limited to piers, boat slips, or other wet storage, shall be constructed, erected or placed on any lot in this Subdivision until the building plans, specifications and plot plan showing the location of said improvements have been submitted to and approved in writing by the Architectural Control Committee for the Subdivision. The Committee so constructed may at any time transfer all the rights herein given to an Architectural Control Committee composed of owners of lots in the Subdivision duly selected by democratic processes by all such lot owners.

(7) Each permanent home in Section One (1) of Sportsman's Paradise Subdivision shall contain not less than 600 square feet and may be built on any lot but only if the lot (or the combined continuous lots on which it is situated) contains at least 6,000 square feet, provided it has been approved by the Architectural Control Committee. Mobile homes may be placed on and used on any lot. Each permanent mobile or modular type home shall be not less than 12 feet by 40 feet in size, exclusive of porches, breezeways, and garage, and must be underpinned within sixty (60) days. Approved recreation vehicle (travel trailers, campers, etc.) may remain on any lot, but in no event may be used as a permanent residence.

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Tents may be temporarily erected, but not left unoccupied, and when struck the camp site must be cleaned.

(8) The Architectural Control Committee may, as a condition to its said approval, make any requirements which in its judgment is deemed proper, including the following requirements.

- (a) That the mobile home or camper unit must be in good repair and of an attractive design and appearance.
- (b) That any mobile home or camper be manufactured of a design, appearance, and quality comparable to those built by a commercial manufacturer.
- (c) Water service must be connected and an approved septic system must be installed before any mobile home, travel trailer (unless self-contained) or Morgan type building is occupied, even though used for camping only.

(9) Garages may be placed on any lot only thirty (30) days prior to the construction of the permanent home or placement of the permanent mobile or modular type home. Approved storage cabinets may be placed on any lot.

(10) Exterior walls of all buildings and improvements shall be constructed of masonry, or other commercial siding approved by the Architectural Control Committee provided that all exposed wood surfaces and cement block surfaces shall be painted with at least two (2) coats of good quality paint. No metal or tar paper roofs shall be used unless approved by the Architectural Control Committee.

(11) All exterior walls must be completed and painted as required and roof must be completed within ninety (90) days after the start of construction. Outside storage and building supplies on any lot in this subdivision shall be permitted only during said ninety (90) days construction period.

(12) All laboratories, toilets and bath facilities shall be installed indoors and shall be connected with adequate septic tanks and lateral lines constructed to comply with the State and Local Health authorities and no outside or surface toilets shall be permitted under any circumstances. All laboratories, toilets and bath facilities shall be completely installed before the residence is occupied.

(13) No pit holes or other excavations shall be dug on any lot in the Subdivision except in connection with the actual construction of the foundation of the improvements to be erected thereon. No lot shall be used or maintained for a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

(14) No old or existing house or re-built or pre-fabricated house or structure or mobile home or modular type home shall be moved or placed or maintained on any lot in the Subdivision without written approval of the Architectural Control Committee.



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(15) No residential lot shall be used for the purpose of raising hogs, goats, sheep, rabbits, chickens, or other fowl, or as a place for keeping horses, mules, cattle or other animals. The occupants of each residence or lot may keep and maintain on each lot of said subdivision the usual and customary domestic animals as pets, but no commercial dog or cat kennel shall be permitted.

(16) No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any lot of the Subdivision except that one (1) sign not containing more than three (3) square feet of surface area may be displayed for the sale of a dwelling house, but only after the construction of the dwelling house has actually been started. No such signs for the sale of unimproved lots shall be permitted.

(17) No water well shall be drilled upon any of the said lots by the owner thereof as long as the water for domestic uses shall otherwise be available to the owner of said lots; but nothing herein contained shall be construed as prohibiting the developer, its successors, assigns or nominees, from drilling a well or wells on the reserved area of any lot of said Subdivision for the purpose of supplying water to the owners of any property in said Subdivision or any addition thereto.

(18) Each lot in said Subdivision sold by developer, its successor or assigns, shall be subject to an assessment of not less than \$200.00 for the purpose of bringing water to each lot. The assessment shall become due and payable to developer, its successors and assigns, at the time the water supply is made available to said property.

(19) An easement is reserved for utility insulation and maintenance over the side and rear five (5) feet of each lot. An easement is reserved for the utility insulation and maintenance over the front ten (10) feet of each lot. Said easements are for the construction, operation, and perpetual maintenance of conduits, poles, wires, guide wires as necessary, and fixtures for the electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi public utilities, with right of ingress to and egress from and across said premises for employee of said utility services. These easements shall also include the right for employees of said utilities to cut down and/or to trim any trees or shrubbery which at any time may interfere with or threaten to interfere with the operation or maintenance of such lines.

It is understood and agreed that it shall not be considered a violation of the terms and provisions of this easement if wires, cables or cross arms carried by such utility pole lines pass over some portions of said lots not within the easement as long as such lines do not hinder the construction of building on any lots herein.

(20) Notwithstanding any thing to the contrary contained herein, the developer reserves for itself, and its designated agents or agents, the right to use any lot or lots for a temporary office location and a right to place a sign on any lot.

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(21) The owner of each lot shall keep the same cleaned and free of weeds and debris such as will be in keeping with other property and the community at any particular time. All lots shall be kept clean and free of all boxes, rubbish, trash, inoperative cars, and other debris. Refrigerators and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other offending items at the expense of the offending party.

(22) An assessment is hereby made of three (3) dollars (\$3.00) per month per lot to the owner of only one lot in said Subdivision, and an assessment of one dollar and fifty cents (\$1.50) per month per lot for each lot thereafter, payable annually on the first day of January of each year beginning January 1, 1977. The assessment is payable to the Sportsman's Paradise Owners Association at its office in Henderson County, or at such other address as may be fixed. Such charges and assessments to be secured by an assessment lien upon said lots, if not paid within 60 days of due date. The assessment charge for a lot purchased during the calendar year shall be prorated from the date of purchase to the end of the calendar year.

The fund created by the assessment and charges shall be used to cover expenses incurred in the maintenance and operation of the association properties and facilities or for community improvement. To be specific, these assessments and charges may be used for enforcement of the Subdivision restriction and for the construction and reconstruction, improvement and maintenance of roads and streets, swimming pools, parks, and other improvements and for the security system, patrols, or guards at the said Subdivision, and for any other uses approved by the board of directors of Sportsman's Paradise Owners Association.

These assessments or charges can be raised by a majority vote of the members present at a meeting of members duly convened to increase such assessments. Such assessments and charges shall extend for a period of twenty-five (25) years from January 1, 1977, and shall be extended automatically for successive periods of ten (10) years unless the then owners of a majority of the lots in the entire addition vote to discontinue such assessments and charges. Such action to be evident by written instruments signed and acknowledged by the owners of a majority of the lots and recorded in the Deed Records of Henderson County, Texas. By acceptance of the deed or contract of sale, each purchaser agrees and consents to and joins in such assessments and charges.

(23) No lot which is under a contract of sale then in force with the undersigned, being the seller thereunder, or deeded to the purchaser thereof, may be sub-divided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior written consent of the undersigned, its successors and assigns.



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(24) No hunting or discharging of fire arms shall be permitted on any lot or on any part of the Subdivision.

(25) It is specifically pointed out that as to certain lots or portions of certain lots in the Sportsman's Paradise Subdivision, an easement is on file in the Deed Records of Henderson County, Texas, in favor of the Upper Neches River Water Authority providing for and limited to the right to over flow, flood or cover land up to the 355-foot MLS flood contour.

(26) These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said Subdivision whether by descent, devise, purchase or otherwise, and any person in acceptance of title, to any lot of this Subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of twenty-five (25) years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of ten (10) years unless by a vote of a three-fourths (3/4) majority of the then owners of the lots in said Subdivision (each lot having one vote), taken prior to the expiration of said twenty-five (25) year period and filed for record in said County, it is agreed to amend or release same.

(27) If any person or persons shall violate or attempt to violate any of the restrictions and covenants hereon, it shall be lawful for any person or persons owning any lot in said Subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restrictions and covenants, either to prevent him or them from doing so or to correct such violation or to recover damages or other relief for such violation.

(28) Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in no wise affect any of the other covenants, restrictions, provisions herein contained, which shall remain in full force and effect.

EXECUTED this the 3 day of oct, 1976.

ATTEST:

Lorene Douglas  
LORENE DOUGLAS,  
Assistant Secretary and  
Treasurer

DOUBLE D DEVELOPMENT, INC.

By: Thomas M. Dossey  
THOMAS M. DOSSEY, President

STATE OF TEXAS

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COUNTY OF HENDERSON

X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared THOMAS M. DOSSEY, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said DOUBLE D DEVELOPMENT, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of October, 1976.



*G. F. Hallis*

Notary Public in and for  
Henderson County, T E X A S

My commission expires:

1-6-77

STATE OF TEXAS

X

COUNTY OF HENDERSON

X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LORENE DOUGLAS, Assistant Secretary and Treasurer, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said DOUBLE D DEVELOPMENT, INC., a corporation, and that she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of October, 1976.



*G. F. Hallis*

Notary Public in and for  
Henderson County, Texas

FILED FOR RECORD THIS 4th DAY OF Oct A.D. 1976 AT 2:05 O'CLOCK P  
BY W. J. FLEWELL CLERK COUNTY COURT, HENDERSON CO. TEXAS BY WJ DEPUTY