

**DECLARATION, RESERVATIONS, CONDITIONS  
AND RESTRICTIONS AFFECTING  
EAST LAKE SHORES  
A SUBDIVISION IN LIMESTONE COUNTY, TEXAS**

**THE STATE OF TEXAS           §  
COUNTY OF LIMESTONE       §**

This Declaration made on the date hereafter set forth by 571 LCR, LLC, hereinafter referred to as "DEVELOPER."

**WITNESSETH:**

That, WHEREAS, Developer is the owner of that certain property out of Limestone County, Texas, as shown on a final Plat or Map prepared by Michael Peterson, Registered Public Surveyor, designated as "EAST LAKE SHORES" as filed for record in Plat No. \_\_\_\_\_, of the Map or Plat Records of Limestone County, Texas.

**ARTICLE I**

**DEDICATION AND RESERVATIONS**

Section 1: Developer reserves the right, but shall have no duty, to construct and maintain, or cause to be constructed and maintained, in, over, upon, along and under any street or road of EAST LAKE SHORES, and in the easements shown on the Map or Plat of said subdivision, pipes, conduits and appurtenances it may deem necessary and proper for the maintenance of a system of drainage for the subdivision. In such connection and in order to perform any and all functions that in the Developer's opinion are necessary to further or complete the development of EAST LAKE SHORES, Developer reserves the right to come upon and cross any of said land at all reasonable times.

Section 2: Neither Developer nor utility companies using the easements hereinafter referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other property situated on the land covered by said easements.

Section 3: It shall be expressly agreed and understood that the title conveyed by Developer to any lot or parcel of land in EAST LAKE SHORES by Contract, Deed or other conveyance shall not in any event be held or construed to include the title to any instrumentalities constructed by Developer or any utility company along any of said streets or roads or easements for the purpose of providing water, gas, storm sewer, electric power, telephone communications or any other utility, to serve any portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency

or to any public service corporation or to any other party, is hereby expressly, but not exclusively, reserved in Developer. Developer shall no duty to construct or maintain any streets, roads, utilities, or drainage in the subdivision.

## **ARTICLE II**

### **EASEMENTS**

Developer reserves the utility easements and drainage easements as shown on the heretofore-mentioned Plat, for the purpose of constructing and maintaining utilities of all types, including drainage. Within such easements, no structure, planting or other material shall be placed or permitted to remain which shall interfere with the installation and maintenance of such utilities, which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels. Such easement area within any lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility, Developer shall have no duty to construct or maintain any streets, utilities or drainage in the subdivision.

## **ARTICLE III**

### **USE RESTRICTION FOR LOTS**

Section 1: All lots located in EAST LAKE SHORES shall be used for residential purposes only. In addition to a residential dwelling to be constructed as set forth herein, each lot may have constructed thereon one storage or parking facility that is constructed out of new material consisting of metal or the same material used in the construction of the residential dwelling as restricted herein. No commercial enterprise or business shall be conducted on any lot or tract. No lot or tract shall ever be used for a commercial or public roadway or access to lands adjoining EAST LAKE SHORES.

Section 2: A residence constructed on any lot in EAST LAKE SHORES must be of metal or wood-frame construction with a minimum of 50% of the exterior walls being brick, stone or other similar material (log homes being acceptable and not subject to this restriction) and have a ground-floor area, exclusive of open-air screen porches, terraces, patios, driveways, carports and garages, of at least one thousand five hundred (1,500) square feet. If the house is of two-story construction then the first floor must contain at least 1200 square feet. No house may be moved onto a lot from another location.

Section 3: Developer has no duty to provide for or construct any domestic water system, utilities or streets in the subdivision.

Section 4: No mobile home, modular, or pre-manufactured home may be placed on any lot. Recreational Vehicles (RV) may be placed on lots only at the following times and under the following circumstances:

1. RVs only may be placed temporarily on a lot during weekends (Friday to Sunday) and on State/Federal Holidays. In addition, RVs only may be placed on each lot for one vacation period not to exceed 10 days during the summer months of each year. It is the intention of this restriction that no RV become a permanent fixture on any lot and that owners not move RVs from one lot to another in order to expand time periods of RV use. No RV shall be placed within the 50' building set back line identified on the Plat of EAST LAKE SHORES of record.

Section 5: No home may be constructed or placed upon any lot unless it has complete sanitary facilities, including, among others, a lavatory, toilet, wash basin, tub or shower and kitchen sink, all of with running water; and all such facilities must be connected to the lot owner's private sewerage system in conformity with state and local health regulations. The Developer, its successors and assigns, does not assume (and will never assume) the obligations for constructing a sanitary sewerage system for any lot in EAST LAKE SHORES, and each owner of each lot shall have the sole responsibility to construct his own sewage facilities and same must be in strict compliance and under permit of the state and County Health Departments or other regulatory agency.

Section 6: No home shall be located on any lot within the fifty foot (50') Building Setback Line identified in the plat of EAST LAKE SHORES filed of record. Structures on any lot may not be located closer than five feet (5') from any interior, or side, lot line unless the adjoining lot has common ownership.

Section 7: The construction of any improvements on any lot shall be completed within twelve (12) months from the commencement of construction unless an extension in such time is granted in writing by the Developer, and no structure shall be deemed to be completed until its exterior and interior is painted and otherwise finished in a reasonable manner.

Section 8: No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on a lot any time as a residence, either temporarily or permanently with the exception of Recreational Vehicles (RVs) with those limitations as set out in Article III, Section 4 above. A temporary building may be placed on the owner's lot only if such building is necessary as a construction shack during original construction of a home.

Section 9: Construction of residences shall only be performed in a good and workmanlike manner by an experienced, reputable home builder. Residences and other buildings on the lot shall be constructed of new materials, neither old nor second-hand houses or buildings shall be moved on the lot nor shall any residence or building be erected on the lot with second-

hand lumber or second-hand building materials and all such buildings shall be of solid construction and complete on the exterior and interior.

Section 10: No outside toilet facilities, portable or otherwise, shall be maintained on the lot, except as such temporary facilities are placed upon the lot in connection with construction activity. Any sewage disposal system shall be of a type approved by the county and/or state department of health and shall be maintained by the owner at all times in proper sanitary condition and in accordance with applicable state and county laws.

Section 11: A lot shall not be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials must be kept in a clean and sanitary condition.

Section 12: A lot shall not be used to store vehicles which are not in a serviceable or usable condition, nor to store junk, wrecked cars or other similar materials and no inoperable or unlicensed automobile or vehicle shall be parked on any lot or street or road, nor be permitted to remain thereon. No boats or travel trailers shall be parked, maintained and stored on any lot beyond the building setback line. No commercial tractor (truck) and/or tractor-trailer rig or equipment may be parked or stored on any lot.

Section 13: Dogs, cats or other household pets may be kept provided that they are not kept in commercial quantities, bred or maintained for any commercial purpose. Dogs shall not be permitted or allowed to run or be at large upon any subdivision streets or upon lots owned by persons other than the dog-owner's lot. No other animals shall be kept on any lot or in any structure on any lots. Animals other than dogs, cats and household pets are prohibited.

Section 14: No part of the lot or any improvements situated thereon shall be put to any industrial, manufacturing or other use which may become an annoyance or nuisance to the neighborhood or which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or pollution including but not limited to factories, slaughter houses, tanneries, truck stops, or other uses which are hazardous by reason of the excessive danger of fire or explosion.

Section 15: No part of the lot or any improvements situated thereon shall be used as a theater, club or store, which theater, club or store encourages or sells films, serves or wares of a pornographic nature.

Section 16: No obnoxious, offensive, unlawful or immoral activity or use shall be made of any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

Section 17: No spirits, vinous, malt liquors or medicated bitter capable or producing intoxication shall be sold or offered by sale on any lot.

Section 18: No fence or wall shall be placed, constructed or permitted beyond the 50' building set back line. Only cyclone, pipe, vinyl or wood fences may be constructed or placed on any lot.

Section 19: All driveway culverts shall conform to any width and cover required or requested by the County or State and shall be constructed of a permanent-type material and installed before lot owner occupies the lot.

Section 20: Building materials shall be stored upon only the owner's lot and no other lot and only in an orderly and neat manner. Such materials shall not be stored beyond the 50' building setback line.

Section 21: The general principal of waste shall apply with regard to all lots so that the excavation of soil for removal to another site is prohibited, and the cutting of trees is restricted to the reasonable clearing of land for the construction of improvements, to remove dead or unsightly trees or for the thinning of trees to improve the growth of the remaining trees, in keeping with sound conservation principles.

Section 22: All improvements placed upon any lot must be kept in a good state of repair and must be painted when necessary to preserve the attractiveness thereof.

#### **ARTICLE IV**

#### **ENFORCEMENT**

Section 1: Invalidity of any one or more of the covenants or restrictions set out herein by the judgment of any court of competent jurisdiction shall in no way affect any other provisions, all of which shall remain in full force and effect.

Section 2: The conveyance of all lots in EAST LAKE SHORES shall be made to the proper reservations of oil, gas or mineral interest, and the existence of all rights-of-way, easements, conditions, exceptions, restrictions and covenants of whatsoever nature of record, whether or not expressly stated or contained in a Deed or Contract for Deed with reference to any said lots.

Section 3: The above described lots located in EAST LAKE SHORES shall be held, sold and conveyed by Developer, and all future lot owners, subject to the protective covenants, conditions and restrictions set forth above, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the property and shall be binding upon all parties having any right, title or interest in and to the above described lots, or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

Section 4: This Declaration may be amended at any time by a written document executed by at least two-thirds (2/3rds) of the owners of lots in EAST LAKE SHORES, with the owner of each lot being assigned one (1) vote regardless of multiple owners of a lot. Such amendment document shall be recorded in the Official Public Records of Limestone County, Texas, relating to real estate.

**Executed in multiple counterparts to be effective this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.**