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**PROTECTIVE COVENANTS, RESTRICTIONS,
AND LOT ASSESSMENTS**

1. No numbered lot in Units 1 through 14-A shall be used for other than residential purposes. No building shall be erected on any lot in Units 1 through 14-A other than one single-family dwelling. The floor area of any dwelling on any residential lot shall not be less than 800 square feet, exclusive of garage, porch, patio and basement.
2. No dwelling shall be erected on any lot until the plans and specifications and plot-plan therefore have been approved in writing by Pendleton Harbor Property Owner's Association (PHPOA).
3. No soil or trees shall be removed from any lot for any commercial use. Cutting of trees shall be limited to the extend necessary for residential construction.
4. No residence, fence, or structure of any type shall be located on any residential lot nearer to the front line than the minimum building set-back line shown on the recorded plat of the subdivision. For the purposes hereof, eaves, steps and open porches or patios shall not be considered as part of the building.
5. No structure of a temporary character, mobile homes, trailer, tent, shack, garage, or other outbuilding shall be placed on any residential lot (Units 1 through 14-A at any time or used as a residence, either temporarily or permanently, except Unit 6, where Mobile Homes are allowed by recorded designation. However, waterfront lot owners may construct boat houses and docks upon receipt of approval from the Sabine River Authority. Any garage shall be constructed at the same time or subsequent to the construction of the dwelling it is intended to serve. All improvements shall be completed within six (6) months from the beginning of construction. No outhouse shall be permitted on any of the subdivision.
6. All lavatories, toilets and bath facilities shall be installed indoors, shall be connected with adequate grease traps, septic tanks, and field lines constructed to comply with the specifications of the state and local health authorities and shall be installed and functioning before the residence is occupied. No "outside" or surface toilets shall be permitted under any circumstances. All septic tanks must meet standards of state authorities and, where applicable, the requirements of the Sabine River Authority, including a permit.
7. The pumping of water from any lakes or ponds is prohibited, except by special permit in writing granted by Pendleton Harbor Corporation.
8. No water well shall be drilled upon any lot so long as water for domestic use shall otherwise be available to the lot from Pendleton Utility Corporation, or its successors or assigns as the owner of the water system at Pendleton Harbor.
9. No animals, except dogs, cats, or other household pets may be kept on any lot except by permission of Pendleton Harbor Corporation.
10. Lot owners must contain outside fires under close supervision.
11. Use of firearms on the premises is strictly prohibited.
12. Each lot shall be kept clean and free of all trash, garbage, and debris at all times. All commercial or political advertising and "For Sale" signs are specifically prohibited.
13. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance. The racing of vehicles, including motor bikes, over Subdivision streets is prohibited.
14. There shall be reserved all easements reserved on the recorded plat and also those provided herein to be reserved for the construction, operation and maintenance of all streets and all types of utilities. The utility easement reserved herein shall expressly include, without limitation, water, electricity, telephones, cable TV, gas and sewage easements in favor of parties designated by Pendleton Harbor Corporation and such easements shall exist not only in the platted streets and roads, but also shall extend five (5) feet over onto the adjacent lots, as well as on the rear five (5) feet of each lot.
15. Units 6, 15, and 16 are specifically reserved for Mobile Homes. Likewise, Unit 18 is specifically reserved for Recreational Vehicle owners, although small mobile homes may be located on lots in Unit 18. No mobile home or recreational vehicle may be located or parked on any lot in Units 1 through 14-A for the purpose of dwelling, either temporary or permanent, except Unit 6, where Mobile Homes are allowed by recorded designation.
16. Each lot owner for himself, his heirs, executors or assigns, agrees to pay, as part of the consideration for this sale, the following fees, dues, or assessments:
 - ~~*a. Harbor Yacht Club—Minimum membership dues of \$6.00 monthly (\$60.00 annually if paid in January). For lots in Unit 18 only, minimum membership dues are \$30.00 annually, payable in January each year. Only one membership in the club is required, regardless of the number of lots owned. Club members are subject to the rules and regulations of the Club, which include expulsion for cause.~~
 - *As amended: 1-1-83....membership is voluntary.

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*b. PHPOA - Minimum dues are \$12.50 per month for each lot owned. Dues in Unit 18 only are \$52.50 annually for each lot owned, payable in January.

*As amended: 3-8-2012.....Dues Increase.

~~e. Pendleton Utility Corporation - A flat minimum fee of \$4.00 per month is assessed for water service for each lot owned, whether connected for water or not. The minimum one time tap on fee is \$600.00. Following tap on, the minimum monthly fee may be discontinued and water metered at the prevailing rate. In Unit 18 only, there is a minimum annual fee of \$25.00 for each lot owned, payable in January of each year. The aforesaid charges for Harbor Yacht Club, PHPOA, and Pendleton Utility Corporation are subject to change without notice, from time to time, as costs and conditions reasonable justify.~~

~~Harbor Yacht Club, Pendleton Harbor Property Owners' Association, and Pendleton Utility Corp.~~ each shall have a lien (with priority in the order listed) upon the lot of each owner, second and inferior to the lien for taxes and to any recorded deed of trust, mortgage or other security instrument now existing or hereafter created, to secure the payment of the dues, fees and assessments, payable as set out above, including any and all court costs and reasonable attorney's fees incurred in connection with collection of the same.

17. No sale, transfer, lease or other disposition of any lot shall be consummated unless and until the purchaser or transferee has notified Pendleton Harbor Corporation. At the same time, the new owner must apply and be accepted for water service, as well as membership in Harbor Yacht Club and PHPOA. This restriction shall not apply, however, to a lending institution which may bid on any lot at a foreclosure sale, nor shall it apply upon the death of any owner to a transfer by will or intestacy pursuant to the laws of the State of Texas.

18. If a numbered lot which has been sold shall be acquired by someone who has not been approved for membership in the Association or if such an owner ceases to be a member of the Association, nonetheless, such lot owner shall be obligated and he hereby agrees that he will pay such portion of the specific expenses required and expended by the Association solely for the maintenance of the parks, roads, lanes, and other recreational facilities and the furnishing of security protection that he would otherwise be required to pay if he was then in fact a member of the Association, as determined by the accountant for the Association.

19. Notwithstanding anything to the contrary contained herein, Pendleton Harbor Corporation reserves for itself or its designated agent or agents the right to use any unsold lot or lots for any purpose to improve the subdivision. Areas designated by Pendleton as "Reserved" on its plats of said development are not subject to these restrictive covenants or the assessments outlined herein unless hereafter specifically so provided by PHPOA.

20. These restrictions, covenants, and conditions may be enforced by Pendleton Harbor Corporation or by the owner of any lot in said subdivision either by proceedings for injunction or to recover damages for breach thereof, or both. However, only the Club, the PHPOA, or Pendleton Utility Corporation, their successors or assigns, may file suit to collect any of the sums mentioned in Paragraph 16 above or to enforce foreclosure of any lien therein granted. Suit under this paragraph shall be filed in any court of competent jurisdiction with venue to be exclusively in Sabine County, Texas.

21. These restrictions, covenants, and assessments are to run with the land shall inure to the benefit of and be binding on all parties and their heirs, representatives, successors and assigns, until September 1, 1990, after which time they shall be automatically extended for successive periods of ten years each unless an instrument signed by a majority of the lot owners in said subdivision has been recorded, agreeing to a change therein in whole or in part.

22. If any portion of these restrictions, covenants and conditions shall be declared invalid by judgment or court order, it shall not affect the validity of any other provision or portion thereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof or invalidate such provision or provisions.

23. No owner of any lot shall be entitled to participate or vote at the Annual Meeting of property owners unless all fees, dues, and assessments are currently paid to ~~Harbor Yacht Club, PHPOA and Pendleton Utility Corp.~~

24. Pendleton Harbor Corporation may assign, at its discretion, at any time, in whole or in part, any of its powers and functions hereunder to PHPOA, whereupon PHPOA shall be fully entitled to exercise such powers and functions as fully as if they had been initially reserved in its favor.

Signature- Secretary Board of Directors:

E. Jane Davies *As Secretary*

State of Texas

County of Sabine

Sworn and subscribed before me on the 24
day of April, 2012

Notary Public

Printed Name

Becky Harrington
Becky Harrington

