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SUBDIVISION RESTRICTIONS AND RESERVATIONS
FOR PORT ADVENTURE
A RURAL SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS

STATE OF TEXAS
COUNTY OF TRINITY

THAT, PORT ADVENTURE, a partnership consisting of Nolan G. Atchley and Val D. Hickman, herein called the DEVELOPERS, is the owners of all that certain tract of land being 120.51 acres out of the J. Williams Survey, A-641, B DeLas Santoosy Survey, A-133, J.W. Chesser Survey, A-873 and the E. Tyler Survey, A-591, Trinity County, Texas, Recorded in Volume 281, Page 132 of the Deed Records of Trinity County, Texas.

RESERVATIONS

(1) There shall be reserved the utility easements and drainage easements of said Subdivision, and an easement over all streets and ten (10') to either side of the streets and seven and one half (7 1/2') across the rear of all lots, for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipelines and drainage ditches or structure and / or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstruction on said easment right-of-ways, caused by trees, bruch, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners therof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purpose aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement five (5') wide from a plane fifteen (15') above the ground upward, located adjacent to the said easements reserved hereby.

(2) If any lot owner or person occupying any lot in Port Adventure shall violate or attempt any of the covenants herein, it shall be lawful for Developer, its successors or assigns, and its agents or employees, at its or their option (but not herein shall be construed to require or create a duty upon the part of the such developers, its successors or assigns, to so act) to enter upon any lot in Port Adventure and abate such violations without liability therefore civil or criminal; and any other persons owning any real property located in Port Adventure shall have the right to prosecute any proceeding at law or in equity against the person violating or threatening to violate such restrictions and to either prevent such violations or to recover damages by reason thereof.

(3) There shall be a Project Manager, who, for the purposes of beautification and conformity, shall approve any structures or improvements in the same manner as provided for residential tracts. The Project Manager shall be entitled to use all necessary and reasonable means in avoiding the use of said residential property by the public at large, and thereby restrict the use of said residential property by the

shall be subject to the inspection and approval of such authority. Further, whenever a central sewage treatment plant and disposal system shall be established to serve this Subdivision, whether publicly or privately owned or operated, then all of the tract owners, and /or occupants, to whom such sewage service is available, shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore at their expense and from and after the time such sewage disposal service available to any lot, no septic tank, whether therefore or thereafter built or installed, shall be used in connection with any tract.

(7) The use or discharge of firearms, (pellet guns or air rifles or pistols are expressly prohibited.)

(8) No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other wastes. Trash, garbage, rubbish and other wastes shall be kept only in sightly containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each lot owner shall be responsible for disposing of his own trash, garbage, rubbish and other wastes.

(9) If open carports are used, no unsightly storage and/or unsightly vehicles shall be permitted in view of other residents of Port Adventure.

(10) The drainage of sewage into a road, street, alley, ditch or any waterway, either directly or indirectly, is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving the Subdivision.

(11) SECTION 1, containing 93 lots have been set aside for permanent type residential lots. Homes in this section must be set on either concrete foundations or piers. If set on piers, the homes must be surrounded by skirting harmonious to the decor and design of the home. The home, exclusive of porches, decks and patios, must contain a minimum of 1200 square feet of living area. All outside construction of all residences must be completed within four (4) months from the date of beginning of construction, unless such period is extended by the Project Manager. The exterior may be either brick, frame with wood siding, or log siding, and all exterior woodwork must receive a minimum of one coat of stain or two coats of exterior house paint. No pre-constructed home or modular is permitted on any lot in this section, excepting lots 53, 54, and 55, which may have a modular, or mobile home set upon these lots and must contain a minimum of 800 Sq. ft. of floor space.

(12) SECTION II, contains lots 1 through 257. Lots 1 through 81 of this section are set aside for permanent homes and or mobile and modular type homes. Residential structures constructed on site must contain a minimum of 800 sq. ft. of living area, exclusive of porches, decks, and patios, and must meet all requirements as set out in paragraph Eleven (11) above. Mobile homes, modular homes of pre-constructed material must contain 720 sq. ft. of living area, exclusive of decks, porches and patios. All mobile homes and modular homes must be surrounded by skirting harmonious to the decor and design of the structure. RECREATIONAL VEHICLE AND CAMPER LOTS: Lots 82 through 257 of Section 2 are set aside for recreational vehicle use. Recreational vehicles and campers manufactured by a recreational company and having a minimum length of 15 ft., with adequate plumbing facilities installed in same, may be installed on these lots numbered 82 through 257 of Section 2. Recreational vehicles meeting these requirements must be approved by the Project Manager before installing them on a permanent basis. Hand made campers, converted buses, paneled type trucks are not considered to be recreational vehicles and will not be permitted on any lot in this subdivision. Pick-up campers or camper

public at large, and thereby restrict the use thereof, and in the furtherance thereof, such use shall remain subject to supervision of the Project Manager.

RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, the owners of said Port Adventure Subdivision, does hereby covenant and provide that he, his heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such land subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators, and assigns, and shall run in favor of, and be enforceable by any person who shall hereafter own any of said tracts above described.

(1) These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until June 1, 2000 A.D., at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the then owners for the tract has been recorded, agreeing to change said covenants in whole or part.

(2) If any lot owner shall violate or attempt to violate, any of the covenants herein, it shall be lawful for the undersigned Owner, his heirs, administrators, or assigns, to enter and abate such violation without liability; or any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing or cause to be removed, such violations, or to recover damages for such violation. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

(3) No building shall be erected, placed or altered on any building or mobile home tract in this Subdivision until the plans, specifications, and plat plans showing the location of such building or mobile home and skirting have been approved in writing as to conformity and harmony of external design with the existing structures in the Subdivision, and as to location with respect to topography and finished ground elevation by the Project Manager, or by a representative designed by the Project Manager.

(4) The Project Manager shall have the same authority over park and public area, and no structure or improvement shall be placed thereon except as a community project and upon approval of the Project Manager.

(5) Garbage depositories, clothes lines, L.P. Gas storage tanks and mobile home tongues on every site must be enclosed and hidden from view of all residents in Port Adventure.

(6) No outside privies, or toilets, shall be permitted in this Subdivision. All toilets shall be inside the houses and prior to occupancy, the same shall be connected to a central sewage disposal system, if there is one in existence at such time to serve the Subdivision. If no central sewage disposal system is in existence at such time, then all toilets shall be connected to a septic tank at the expense of the person building on the tract. Such septic tank shall have a field line, shall be constructed and maintained in accordance with the requirements of the State Health Department and the Trinity River Authority, and

tops are not permitted on a permanent basis. When these units are not occupied on a weekend or vacation basis, they must be removed from the premises. No recreational vehicle of any kind can be used as a permanent type resident. No enclosed additions or attachments are permitted. Decks, awnings and separate storage buildings are permitted.

(13) SECTION III, contains lots 1 through 88 are set aside for permanent homes and or mobile and modular type homes. Residential structures constructed on site must contain a minimum of 800 sq. ft. of living area, exclusive of porches, decks, and patios, and must meet all requirements as set out in paragraph Eleven (11) above. Mobile homes, modular homes of preconstructed material must contain 720 sq. ft. of living area exclusive of decks, porches, and patios. All mobile homes and modular homes must be surrounded by skirting harmonious to the decor and design of the structure. Decks and separate storage buildings are permitted.

(14) All recreational vehicles, mobile homes and modular homes of any nature must be approved in writing by the Project Manager as to its size, condition, appearance and sanitary facilities; before installation on any lot or track in this subdivision.

(15) All lots in Port Adventure excepting those designated for campers shall be used for residential purposes. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and other commercial type or business purposes large or small as all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residential tract other than one detached single-family dwelling and private garage.

(16) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood or the Subdivision as a whole.

(17) No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except that dogs, cats and other normal household pets may be kept, provided they are not kept, maintained or bred for any commercial purpose. Any household pets of an unusual or extraordinary nature are prohibited.

(18) Signs shall not be displayed to the public view except the signs used by the developer in the original lots in said Subdivision, or signs used by builders to advertise the property during the construction and sales period.

(19) No oil drilling, oil development operations, oil refining, quarrying or mining operations shall be permitted upon any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any tract. No derrick or any other structure designed for use in boring for oil or natural gas shall be erected or maintained on any part of any lot.

(20) No detached improvement shall be erected or maintained on any part of any tract forward on the front building line of any tract or lot.

(21) No boats, trailers, or truck campers or camper tops may be parked in-front of the front building line of any tract in the Subdivision.

*Constructively
Violated*

*Direct
Pits
Direct Removal*

2

*Sale of lots by individuals
to other individuals*

(22) Each lot owner shall be assessed a charge of \$180.00 as a water tap fee when water shall be made available to his lot, and thereafter shall be charged a reasonable sum wether metered or non-metered for water use. All lot owners shall be tapped to the water system. No private wells are permitted. The Developer reserves lots seventeen (17) and eighteen (18) in Section III as a water well sight and or plant site for expanding the water well facilities to adequately accomodate the expansion of the development, or for any other improvement which the Development deems advantagous to the community. These lots will not be subject to a maintenance fee.

(23) Each lot owner shall be assessed a charge of \$180.00 as a sewer tap fee when sewer service shall be made available to his lot, and thereafter shall be charged a reasonable sum for sewer service. Each lot owner is required to connect to the central sewage system.

(24) The building lines of the Subdivision are as described below. No building or structure except fences shall be positioned closer than (5 ft.) five feet of the sides of the lot, and twenty-five (25ft.) feet of the street right-a-way line and no closer than seven and one half (7 1/2) feet of the rear lot line except with the written approval of the Project Manager; and such approval of the Project Manager to granted only in cases of absolute necessity, and at the discretion of the Project Manager.

(25) The building of any structures or the operation of mechanical vehicles, including but not limited to bicycles, motorcycles, go-carts, minibikes, three wheelers and all-terrain vehicles, cars or trucks shall not be permitted without the written approval of the Project Manager. (None of these vehicles are permitted to be ridden in the Subdivision excepting cars, trucks and mopeds, all others are expressly prohibited.

(26) All sales of property in Port Adventure shall be made either by the owner on an appointment basis, or by the Developer, or his agent.

(27) All lots must be neatly maintained, kept free of all trash, rubbish, garbage, material of any sightly nature and mowed. This shall be the responsibility of each lot owner and if not adhered to, will be handled by the Subdivision at the lot owners expense.

(28) No septic tank, drain field shall be allowed within 150 feet of any well site or underground reservoir constructed by the Developer for the purposes of furnishing water to the lot owners within the Subdivision.

(29) No tile or concrete sewers or sewer manholes shall be allowed within 50 feet of any well or underground reservoir constructed by the Developer for the purposes of furnishing water to the Subdivision.

(30) No sewage treatment plants shall be allowed within 500 feet of any water plant site constructed or caused to be constructed by the Developer for the purpose of furnishing water to the lot owners in the Subdivision.

(31) The cutting and removal of any tree on any lot in the subdivision is expressly prohibited without the written consent of the Project Manager.

(32) Upon the sale and execution of a contract for deed; and a General Warranty Deed, the purchaser

?
Order
of back
to back
lots

shall be liable for a maximum maintenance charge of \$5.00 per month for each lot, for the purpose of creating a fund to be known as "PORT ADVENTURE MAINTENANCE FUND" to be paid by the owners of each lot and same to be secured by a vendor's lien upon such lots. Such sum shall be paid at the time of the purchase of a lot and on the same date thereafter to the Developers of Port Adventure or his assigns. The Developers are excluded from the payment of the maintenance fees on any unsold or repossessed lots. Such monthly charge may be increased each year by the Developer without a vote of the property owners as the needs of the property may in his judgment require, up to but not more than ten percent (10%) above the maximum assessment for the previous year. The developer shall fix the annual assessment for the previous year. The developer shall fix the annual assessment for the previous year. The developer shall fix the annual assessment at an amount not in excess of the maximum allowable for any one year. The increase may be cumulative. Funds arising from said charge will be applied so far as is sufficient toward the payment of maintenance expenses or construction costs incurred for any or all of the following purposes: Lighting, improving and maintaining the streets and right-a-ways, security devices or watchman, caring for vacant lots, and doing any other things necessary or desirable in the opinion of said developer to keep the property neat and in good order and which he considers of general benefit to the owners or occupants of the Subdivision. It shall be understood that the judgement of said Developer in expenditure of said funds shall be final so long as such judgement is exercised in good faith. All conveyance of lots shall be subject to such maintenance charge and by acceptance of his deed or contract for deed, each purchaser consents and acknowledges that said Developer shall have no obligation to furnish maintenance, or do any other things described in this restriction other than from maintenance funds.

However, the maintenance charge herein provided is hereby declared to be second and inferior and a second lien to any vendor's lien, materialman's and mechanic's lien, Deed of Trust Lien, or other security for the payment of any lot in said subdivision, or for improvements made on any lot therein, and such vendor's lien, materialman's and mechanic's lien, Deed of Trust Lien or such other security, made, given or retained therefore, together with any extension or successive extension thereof shall be and is hereby declared to be a first lien until such time as final payment thereof has been fully made.

(33) FACILITIES: Recreational facilities are available for the use and enjoyment by the property owners of Port Adventure Subdivision through the means of a separate Club Membership in Port Adventure is as follows:

Facilities consist of a swimming pool, tennis court, basketball court, playground, fishing pier, boat ramp and a recreational building. These facilities are a part of the Port Adventure Membership Club, solely owned by the Developers located adjacent to and outside of the Subdivision, and are not now and nor will they ever be a part of the Subdivision, however upon the purchase of property in the Subdivision, said property owner is automatically a member of said club for the use and enjoyment of the facilities available. Property owners are subject to a mandatory club membership fee of \$5.00 per month per property owner (not per lot) to be paid beginning with the date of purchase and each month thereafter so long as such Club shall exist. The owners of said Club implies and expresses no guarantee of the club's future existence, and should cease to exist said use fee shall cease to be due. Property Owner shall have a Special Membership Certificate for Membership in Port Adventure Club along with the By-Laws and the Rules and Regulations governing said club and shall abide by the same. The Port Adventure Club is separate and apart from the Subdivision and will not be conveyed to the Subdivision or Property Owners.

The membership fee of \$5.00 may be increased if needed to maintain the Club. The distribution and use of the club dues are at the sole discretion of the Club Owners.

Val D. Wickman
Val D. Wickman, Partner

STATE OF TEXAS
COUNTY OF TRINITY

BEFORE ME, the undersigned Authority, in and for said County of Texas,
on this day personally appeared

Val D. Wickman

KNOWN TO ME TO BE THE PERSON (s) whose name (s) is /are subscribed to the
foregoing instrument and acknowledged to me that the same was the act of the
person (s) and that they executed the same as the act of such for the
purpose and consideration therein expressed and in the capacity therein
stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS, 15TH day of September
A. D. 1983.



Val D. Wickman

Notary Public, State of Texas
My Commission Expires 2-9-84

THE STATE OF TEXAS
COUNTY OF TRINITY

I, Elaine Lockhart, Clerk of the County Court in and for said county, do here-
by certify that the annexed and foregoing instrument of writing with its certificate of authentication, was
filed for record in my office 12 day of October, 1983, at 3:35 o'clock P. M. and re-
corded the 12 day of October, 1983, at 3:35 o'clock P. M. in Book Record of
said County in Vol. 315 on page _____

Witness my hand and the seal of the County Court at office in Groveton, Texas, the day and year last
above written.

Elaine Lockhart
County Clerk Court, Trinity County, Texas
By *Cheryl Cartwright* Deputy

FILED
3:35 P.M.

OCI 171983

Elaine Lockhart
County Clerk, Trinity Co., Texas
By *Cheryl Cartwright* Deputy