

STATE OF TEXAS

COUNTY OF Trinity

KNOW ALL MEN BY THESE PRESENT

THAT PORT ADVENTURE. A partnership consisting of Nolan O. Atcbley and Val D. Hickman, herein called Developers and owners of all that certain tract or tracts of land being 82.843 acres, comprising Section 4, 5, and 6, in the LW.. Chasser-A 873, F. Tyler-A 591, LB... Lofling-A \$01, LW... Chesser-A 916, and D. Dolos Santos Coy-A133 Surveys in Trinity County, Texas, and being out of that certain 459, 19 acre tract described in Volume 201, page 132 of the Trinity County Deed Records.

**RESERVATIONS**

(1) There shall be reserved the utility easements and drainage easements of said Subdivision, and an easement over all streets and ten feet (10') to either side of the streets and seven and one half feet (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, pipe lines and drainage ditches or structure and *I* or any equipment necessary for the performance of any public or quas/public service function, and for all other purposes incident to the development and use of said property as a community unit, with the right 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 obstructions on said easement right-of-ways, caused by trees, brush, fences, shrubs or other obstructions of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are 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 feet (5') wide from a plane fifteen feet (15') above 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 to violate 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 nothing herein shall be construed to require or create a duty upon the part of 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 persons 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 to avoiding the use of said residential property by the public at large, and thereby restrict the use of said residential property 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 of land 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 AD., 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 of 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 property situation 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 to cause to be removed, such violations, or to recover damages for such violations. 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 restriction 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, as to location with respect to topography and finished ground elevation by the Project Manager, or by a representative designated 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, LP 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. MI toilets shall be inside the houses and prior to the 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 so 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 shall be subject to the inspection and approval of such authority. Further, whenever a central sewage treatment 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 services 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 wound for trash, rubbish, garbage or other wastes. Trash, garbage rubbish and other wastes shall be kept only in sightly> sanitary containers. MI incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary conditions. 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 IV**, containing lots 1 through 188 are set aside for permanent homes, mobile and modular homes. All homes in this section must be set on either concrete slab or piers, if set on piers, homes must be surrounded by skirting harmonious to the decor and design of the structure. All older and used homes or modular homes must have

Approval in writing by the project manager of Port Adventure before being placed on any lot in Port Adventure.

(12) **Section V**, containing lots 1 through 31 is set aside for permanent homes, mobile and modular homes. All homes in this section must be set on either concrete slab or piers. If set on piers, homes must be surrounded by skirting harmonious to the decor and design of the homes in this section. All homes in this section must contain a minimum of 800 square feet of living area exclusive of porches, decks and patios. All outside construction of all residents must be completed within four (4) months from the date of beginning of construction, unless such period is extended in writing 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 frame home is permitted to be moved on any lot in the Subdivision.

Mobile homes and modular homes of factory construction must contain a minimum of 720 square feet of living area exclusive of decks, porches or patios. All mobile or modular homes must be surrounded by skirting of a harmonious decor and design of the structure. All older and used mobile or modular homes must have approval in writing by the project manager of Port Adventure before being placed on any lot in Port Adventure.

(13) **RECREATIONAL VEHICLE AND CAMPER LOTS, Section V**, lots 1 through 190 are all set aside for recreational vehicle use. Recreational vehicles and campers manufactured by a recreational vehicle company and having a minimum length of fifteen feet (15'), with adequate plumbing facilities installed in same, may be installed on these lots listed of **section V** and **VI** of Port Adventure. Recreational Vehicles meeting these requirements must be approved by the Project Manager before installing them on a permanent or temporary 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 tops are not permitted on a permanent basis; they must be removed from the premises. No metal or other structure storage building may be used on any lot in the subdivision for camping or living purposes; they may be used on the lots as storage of tools, equipment, etc. placed at the rear of the lot. No recreational vehicle of any nature or kind can be used as a permanent type residents. No enclosed additions or attachments are permitted. Homes constructed on these lots must contain a minimum of 600 Sq. ft. and meet all completion requirement set out in paragraph 11 and 12 stated above.

(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 a lot in this Subdivision.

(15) All lots in **Section 4, 5, and 6** of 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 or any commercial 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 or lot other than on 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 hereon which may be an annoyance or nuisance to the neighborhood or the Subdivision as a whole.

(17) No animals, livestock, poultry or exotic *animals*, birds or pets of any kind shall be raised, bred or kept on any lot in Port Adventure, except that dogs, cats and other normal household pets may be kept, provided the number is kept at a minimal in proportion Of the size lot and not kept, maintained or bred for any commercial purposes of any kind.

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 of any kind shall be permitted upon any lot, or tract, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon any lot or tract. No derrick or any other structure designed for use in boring for oil or natural gas shall be erected or maintained on any lot.

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

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

(22) Each lot owner shall be assessed a charge of \$180.00 as a water tap for when water shall be made available to his lot, and therefore shall be charged a reasonable *sum* whether metered or non-metered for later use. All lot owners shall be tapped to the water system. No private wells are permitted; The Developer may reserve a lot or lots in section 4, 5, or 6 for the purpose of a well sight or storage site for expansion of water well facilities to meet the needs of the Subdivision, or for any other improvement which the developer deems advantages 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 for 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. The Developer may reserve a lot or lots in Section 4, 5, or 6 for the

Purpose of establishing an additional sewage treatment plant to serve the needs of the Subdivision. These lots will not be subject to a maintenance fee.

(25) The building of any structures or the operation of mechanical vehicles, including but not limited to bicycles, motorcycles, go-carts, minibikes, three wheelers, all terrain vehicles cars or trucks shall not be permitted. None of these vehicles are permitted to be ridden in the Subdivision other than cars or trucks excepting bicycles or mopeds, all others are expressly prohibited.

(26) All sales of property in the Subdivision 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 kind natural and mowed. This shall be the responsibility of each lot owner and if not adhered to, it will be handled by the Subdivision at the lot owner's expense.

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

(29) No tile or concrete 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 lot owner.

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

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

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

will be liable for a minimum maintenance charge of \$5.00 per month for each lot owned, for the purpose of creating a fund to be known as the Port Adventure Maintenance Fund to be paid by the owners of each 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 thereafter to the Developer 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 charges 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 (10%) percent above the maximum agreement for the previous 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 ensued for any or al 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 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 judgment of said Developer in expenditure of said funds shall be final so long as such judgment is exercised in good faith. All conveyance of lots shall be subject to such maintenance charge and by acceptance 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, material man's and mechanic's hen, 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, material man's or 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; Club is as follows:

Facilities consist of a swimming pool, tennis court, playground, fishing pier, boat ramp and a recreational building. These facilities are a part of the Port Adventure Iviembership Club, solely owned by the Developers, located adjacent to and outside of the Subdivision and are not now nor will they ever be 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 clubs future existence, and should for any reason said 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 per month 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.

33 (continued) Certificate for Membership in Port Adventure Club along with the By-Laws and the rules and regulation 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 per month may be increased if needed to maintain the club. the distribution and use of the club dues or at the sole discretion of the Club Owners.

PORT ADVENTURE SUBDIVISION

By [Signature]  
Val D. Dickman, Partner

STATE OF TEXAS  
COUNTY OF TRINITY

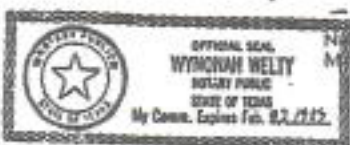
BEFORE ME, the undersigned authority, in and for said County of Texas, on this day personally appeared

Val D. Dickman

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 purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 1st day of April A.D. 1985

[Signature]  
Notary Public, State of Texas  
Commission Expires 2-22-89



Port Adventure  
P.O. Box 69  
Onalaska, Texas 77360

**FILED**  
at 11:15 o'clock A. M.  
OCT 16 1985  
ELAINE INGRAM LOCKHART  
COUNTY CLERK, TRINITY CO., TEXAS  
By [Signature] Deputy

THE STATE OF TEXAS }  
COUNTY OF TRINITY } I, Elaine Ingram Lockhart,  
Clerk of the County Court in and for said county,  
do hereby certify that the annexed and foregoing  
instrument of writing with its certificate of  
authentication, was filed for record in my office  
at 16 day of October, 1985,  
at 11:15 o'clock A. M., and recorded the  
18 day of October, 1985,  
at 1:45 o'clock P. M., in Official Record of  
said County in Vol. 352 on page 21  
Witness my hand and the seal of the County  
Court at office in Groveton, Texas, the day and  
year last above written.



Elaine Ingram Lockhart  
County Clerk Court, Trinity County, Texas  
By [Signature] Deputy