

**DECLARATION AND COVENANTS**

**CONDITIONS AND RESTRICTIONS**

**FOR**

**PINEWATER PLANTATION SUBDIVISION**

On the \_\_\_\_ day of \_\_\_\_\_, 2008, 421 Development, LLC, herein called Developer, hereby makes this Declaration and Covenants, Conditions and Restrictions for PINEWATER PLANTATION SUBDIVISION, and which such Declaration and Covenants, Conditions, and Restrictions shall henceforth be as follows:

1. **LAND**

DEVELOPER, is the owner of real property located in San Augustine County, Texas (hereinafter called the "Land") as described on the subdivision plat of PINEWATER PLANTATION SUBDIVISION, to which reference is herein made for all purposes.

2. **SUBDIVISION**

DEVELOPER, has subdivided the LAND into tracts and parcels (herein called "lots") according to the plat thereof recorded in Volume \_\_\_\_, Page \_\_\_\_, of the Plat Records of San Augustine County, Texas, to which Plat and the record thereof, reference is herein made for all purposes. DEVELOPER plans to create a residential community by selling the lots for the construction of a single-family dwelling pursuant to this Declaration of Restrictions.

3. **PURPOSE**

The land is encumbered by the covenants, conditions, restrictions, reservations and charges set forth herein to insure the best and highest use and most appropriate development of the property; to protect the lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with the appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for the development of the highest quality to enhance the value of investment made by lot owners.

4. **ARCHITECTURAL CONTROL COMMITTEE**

There is hereby created an Architectural Control Committee composed of Edgar Vines, John White, Barbara Holcomb, Craig Swilley, and Scott Holcomb to serve until their successors are named. A majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. A vacancy on the Committee shall be filled by the remaining members or a single remaining member. The duties and authority of the Architectural Control Committee shall be turned over to Pinewater Plantation Owner's Association at the Developer's discretion. At that time, the term of office of the Committee shall be deemed to have expired and Pinewater Plantation Owner's Association shall have the authority to select the Committee.

No buildings, manufactured housing units, modular homes, garages, storage houses, walls, fences, driveways, sidewalks, parking areas or other improvements shall be erected, placed, altered or maintained upon any lot nor shall any exterior additions to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, colors, height, materials and location shall have been submitted to and approved in writing (considering, among other matters, the harmony of external design and location in relation to surrounding structures and topography) by the Architectural Committee, which approval will not be unreasonably withheld. Plans, specifications and plats shall be filed with the Committee by delivery to the office of the Developer. If the Committee fails to act on a request within sixty (60) days after filing plans and specifications, said plans and specification shall be deemed approved.

The Committee is authorized in its sole discretion to grant a deviation from the requirements contained in Paragraph 5, Section (B), (C), (D).

5. **RESTRICTIONS ON LOTS**

A. **LAND USE.** All lots in the subdivision shall be used for residential purposes. Temporary uses may be made of the lots by the Developer for model homes, parking lots and/or Sales offices which shall be permitted until such units are sold or until permanent cessation of such uses take place, otherwise, no tract may be used for commercial purposes and no visible business may be operated in Pinewater Plantation Subdivision.

B. **BUILDING TYPES.**

1. All lots are restricted to single family permanent residences. Only one single family permanent residence may be constructed or placed on any tract. PROVIDED HOWEVER, that a detached garage, boat shed and/or work shed may be erected on any lot, and can only be built in conjunction with a permanent residence.

C. **DWELLING SIZE.**

1. Each and every permanent residence, including modular homes, shall be constructed of new materials and shall have a minimum of 1600 square feet of climate controlled living area. Any modular home must be placed on a concrete foundation and properly secured according to all applicable codes and/or regulations. **No manufactured housing units (i.e., mobile homes) shall be allowed on any tract.**

**D. BUILDING TIME.**

The time allotted for outside structure completion shall be one year.

**E. TEMPORARY STRUCTURES.** No structure of a temporary character Such, as a manufactured housing unit (i.e., mobile home), camper, tent, shack or barn shall be used as a permanent residence. Once a lot owner's home is completely built, owner may have visitors with travel trailers stay on property no more than fourteen days. Travel trailers will be permitted on lots except on a visitor basis only as addressed above home owners will be allowed to keep campers, travel trailers on their lot as long as it is under a covered structure, to be approved by the architectural committee.

**F. BUILDING LOCATION.** No home or structure of any kind shall be erected or placed nearer than thirty (30) feet from the front (street) property line of any lot, or nearer than five (5) feet from the side property lines, or five (5) feet from the rear of the property, including any roof overhang.

**G. DRIVEWAYS.** All driveways shall be constructed of all-weather materials over a culvert in the road ditch. The size of the culvert used must meet County specification as determined by the County Commissioners or the Architectural Control Committee, depending on jurisdiction.

**H. PLUMBING AND SEWER SYSTEM AND WATER SYSTEM.** All plumbing shall be connected to a septic system approved by the Texas Commission on Environmental Quality and/or any other governmental health authorities having jurisdiction. The water system must be by private water well or pumped from a lake water treatment plant. If a water well, it must be located in an area approved by the architectural committee. Such location of said well must meet all requirements of the County and/or the applicable health authorities.

- I. **BOATHOUSES, PIERS, ETC.** See U.S Army Corps. Of Engineers for questions regarding any structures. [www.swf.usace.army.mil](http://www.swf.usace.army.mil)

- J. **RESUBDIVISION.** No lot in the subdivision may be further subdivided.

**K. LIVESTOCK, POULTRY AND HOUSEHOLD PETS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Dogs and cats and any other household pets may be kept as pets or as a hobby. However, they may not

be boarded, raised commercially or allowed to become a nuisance. All such animals must be confined to their owner's lot and shall not be allowed to roam free. When walked, all animals must be kept on a leash.

**L. GARBAGE AND REFUSE.** No garbage, trash, unlicensed vehicles or rubbish of any kind shall be permitted or allowed to accumulate on any lot, nor shall any lot be used as a junk, storage or salvage yard.

**M. NUISANCE.** No noxious or offensive activities shall be carried on, upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood, or which is in violation and in opposition to the purposes of these restrictions.

**N. EASEMENTS.** Easements for utilities and drainage are reserved as shown on the recorded plat. These include, but are not limited to, a thirty (30) foot easement along and parallel to the road right-of-way on all lots. A five (5) foot easement is reserved along and upon all interior lot lines for utility purposes.

**O. GUNS AND FIREARMS.** No hunting shall be allowed in the Subdivision, and the use of firearms or the discharge of guns or firearms of all types is strictly prohibited.

## 6. **PINEWATER PLANTATION OWNER'S ASSOCIATION**

A. The Pinewater Plantation Owner's Association shall be operated by the Developer until all of the lots in the Subdivision have been sold; or until the Developer deems it prudent to transfer the obligations, responsibilities and authority of the Association to the property owners, at which time, an election shall be held by said property owners to select a committee to fulfill the obligations and provide the services being performed by Pinewater Plantation Owner's Association.

B. The owner of each lot is automatically a voting member of Pinewater Plantation Owner's Association and only one vote is authorized for each owner, regardless of number of lots owned. Pinewater Plantation Owner's Association may choose to become a Texas non-profit corporation. After a committee is elected from among the property owners, the Developer shall no longer retain any duties or obligation to the Association. The Developer may, but is not obligated to, convey to the Association, title to the private recreation areas.

C. Each Lot. Purchaser obligates himself, his heirs, successors and assigns to maintain said lot at his/her expense, in a clean, neat and attractive condition. This obligation covers the entire lot, from the street to the water's edge or rear of the lot, as the case may be. Pinewater Plantation Owner's Association shall have full authority to cut grass/weeds on any tract that the lot owner has not kept clean, at said owner's expense. An owner's failure to pay for cleanup will result in a lien being placed on said

property for all expenses incurred by the Pinewater Plantation Owner's Association for cleanup of the lot(s) in question.

D. Pinewater Plantation Owner's Association shall maintain the sign, the subdivision entrance, and the areas along the street on unsold lots, and shall enforce Pinewater Plantation subdivision restrictions. A dues assessment of \$20.00 per month is hereby assessed against each lot owner in the subdivision. Regardless of the number of lots owned by an owner (either a single person or a husband and wife owning jointly), each owner shall be liable only for one \$20.00 per month assessment. Such assessment shall be due and payable to the Pinewater Plantation Owner's Association and will be paid annually in advance, beginning on January 1, 2009. Every year thereafter, this assessment may be increased by Pinewater Plantation Owner's Association to an amount not to exceed 10% per annum. This assessment shall be secured by a lien on each tract of a delinquent owner, which can be judicially foreclosed after the assessment has been delinquent for at least 3 months (i.e., unpaid by April 1<sup>st</sup> of any year). All costs of suit, including attorney fees, shall be paid by the delinquent owner and shall also be secured by a lien on each lot owned by the delinquent owner. These provisions apply to the Developer on the same basis as other tract owners. Provided however, that the liens herein retained in favor of the Association shall be subordinate to any lien (that would otherwise be a first lien) placed on any lot for the construction of a single family residence or other improvements or for the purchase of said lot and improvements thereon or for a home equity loan.

7. **ENFORCEMENT.** If the owners of any lot, or their heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the Restrictions and/or Covenants set forth in the Declaration, Pinewater Plantation Owner's Association or the Developer may, or if the Association or Developer shall fail to do so after sixty (60) days written notice from a person owning any lot encumbered by this Declaration, then any such owner may prosecute any proceedings against the person or persons violating or attempting to violate any such Restrictions and/or Covenants. The violation or attempted violation of the Restrictions and/or Covenants set forth in this Declaration would result in irreparable damage to Developer and other owners of lots in the subdivision, thus the breach of any provision of the Declaration may not only give rise to an action for damages, but also may be enjoined by an action for specific performance in equity in any Court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party prevails, then in addition to the remedies specified above, the violator shall pay Court costs, the enforcing party's reasonable attorney's fees, and other costs of suit.

8. **SEVERANCE.** In the event any of the foregoing covenants, conditions, restrictions, reservations or charges is held invalid or unenforceable by a Court or competent jurisdiction, it shall not affect the validity and enforceability of the remaining covenants, conditions, restrictions or charges.

9. **TERMS OF RESTRICTIONS.** The restrictions of this Declaration shall run with and bind the land, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, until \_\_\_\_\_, 2018, at which time said restrictions shall be automatically extended for successive periods of ten years each unless an instrument signed by the then owners of lots representing two thirds of the votes of Pinewater Plantation Home Owner's Association has been recorded, agreeing to change said restrictions in whole or in part.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2008.

421 Development, LLC

By: \_\_\_\_\_  
\_\_\_\_\_(Name)  
\_\_\_\_\_(Title)

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, as \_\_\_\_\_ of 421 Development, LLC, a Texas Limited Liability Company.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name of Notary:

\_\_\_\_\_  
My Commission Expires:  
\_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PINEWATER PLANTATION SUBDIVISION**

The undersigned, being the purchaser(s) of the following Lot(s) in PINEWATER PLANTATION SUBDIVISION, do hereby acknowledge that we have received a copy of the Covenants, Conditions and Restrictions of PINEWATER PLANTATION SUBDIVISION; and that we have read the same and understand that they do apply to and will govern the use and ownership of the Lot(s) so purchased.

Lot(s) \_\_\_\_\_, PINEWATER PLANTATION, San Augustine County, Texas.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_