

DECLARATION OF CONVENANTS  
CONDITIONS AND RESTRICTIONS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK

Stanford Shores, Ltd.

WHEREAS, Stanford Shores, Ltd., a Texas Limited Partnership, hereinafter called the Declarant, is the holder of fee simple title to certain real property located in Polk County, Texas, known as Stanford Shores, according to the plat recorded in Volume 12, Page 025 of the Plat Records of Polk County, Texas;

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following covenants, easements, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the said property and which shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, and which easements, covenants, restrictions and conditions shall inure to the benefit of each owner thereof.

NOW THEREFORE, it is hereby declared that all of the property described above shall be used in a manner consistent with single family residential use and with waterfront appurtenances. No use in contradiction to this intended use shall be permitted nor shall any use that detracts from or diminishes the overall value of the property as single family residential with waterfront orientation be allowed.

I.  
DEFINITIONS

- (1) "Declarant" means Stanford Shores, Ltd. and its successors or assigns.
- (2) "Tract" means any platted lot as shown in the plat of Stanford Shores, recorded or to be recorded in the Map and Plat Records of Polk County, Texas relating to the Property, or any platted tract in the plat of any

subdivision unit hereinafter created from any unplatted portion of the Property.

- (3) "Owner" means the record owner, whether one or more persons, or entities, of a fee simple title to any tract in said Subdivision, but excluding those having such interest merely as security for the performance of an obligation.
- (4) "Property" means all of the real property described above.
- (5) "Main Dwelling Unit" means a single family dwelling unit.
- (6) "Subdivision" means Stanford Shores, created or to be created from the Property according to the Plat(s) thereof recorded or to be recorded in the Map and Plat Records of Polk County, Texas.
- (7) "Living Area" means the square footage of the building area that is subject to heating and cooling by mechanical means (i.e. air conditioned space). This area does not include porches, garages or other spaces that are not air conditioned.
- (8) "Structure" means all buildings, installations, fixtures, fences, landscaping and improvements of every kind or character constructed, erected, or placed on the property.
- (9) "This Declaration" means this Declaration of Covenants, Conditions and Restrictions.

## II. USE RESTRICTIONS

All of the Property shall be subject to the following covenants, conditions and restrictions.

- (1) Each of the tracts in the Subdivision shall be used only for the construction of one main dwelling unit thereon, including other appurtenant structures permitted under the terms hereof.
- (2) Each main dwelling unit constructed on each tract shall contain the following minimum square feet of living area, exclusive of porches, garages, balconies, terraces, breezeways, accessory buildings and the like: (a) 2000 square feet for one-story units; or (b) 2400 square feet for all unit configurations other than one-story units. The first story on

all unit configurations, other than one-story units, must have a minimum of 1500 square feet of living area.

- (3) No tract shall be re-subdivided into smaller tracts by any Owner provided, however, that this restriction shall not prevent correction deed or other documents to resolve boundary disputes.
- (4) Each Main Dwelling Unit shall be constructed with a concrete slab foundation. No mobile homes, trailer homes, or modular homes of any type shall be permitted on any lot or on any part of the property. All structures must be of new construction on the lot.
- (5) Each structure constructed, placed or erected on a tract shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof, and shall be in compliance with all requirements of governmental authorities having jurisdiction of the property in Stanford Shores.
- (6) No noxious or offensive activities shall be conducted on any tract nor shall anything be done thereon which may be, or upon the repeated occurrence thereof become, an annoyance or nuisance to the other tract Owner.
- (7) None of the tracts shall be used for illegal purposes.
- (8) The construction of the Main Dwelling Unit, together with the driveways, sidewalks and other exterior appurtenances thereto, must be completed within twelve (12) months after the commencement of work thereon or the placing of materials thereof on such Property, whichever occurs earliest.
- (9) The Main Dwelling Unit shall be set back at least thirty feet (30') from the FM 3186 Right of Way line of each Tract and shall be set back at least ten feet (10') from the side and 50' from the bulkhead constructed along the rear of each lot. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the Main Dwelling Unit. However, this shall not be construed to permit any encroachment on another Tract or street.
- (10) The Architectural Committee is hereby given authority to waive the requirements provided in the above paragraph where in the opinion of said Committee the proposed location of the Structure will not detract from the appearance and value of the remaining property;

- (11) The area of the outer walls of the main dwelling unit constructed on any tracts shall be composed of materials consistent with upscale waterfront residential construction. The proposed construction materials are to be presented to the Architectural Review Committee for approval. Such submittals shall include elevations of the proposed construction from all sides and shall clearly delineate the square footage of each material proposed. In some cases a sample of the proposed exterior material will be required for approval. Duplicate color samples of roofing material and exterior walls and trim shall be submitted to Architectural Committee for approval.
- (12) The outer walls of the garage or other accessory building approved by Architectural Committee, whether detached or attached to the main residence, shall be of the same construction and color as the outer walls of the main dwelling unit.
- (13) One building for the purposes of boat storage is permissible outside the rear setback subject to those governmental authorities that have authority to approve such matters. This building shall be built outside the bulkhead and shall not exceed 15 feet in height and 1200 square feet in area. Docks and/or piers shall be permitted as per the rules and regulations of the appropriate authorities and agencies that have jurisdiction over such matters.
- (14) All footing, piers and foundations of the main dwelling unit on any tract in Subdivision shall be of concrete construction.
- (15) The roofs of the main dwelling unit constructed on any of the tracts shall be of tile, concrete tile, dimensional composition or other material approved by the Architectural Committee. No gravel or wood shingle roof shall be allowed.
- (16) No fence, wall, or hedge shall be erected, placed or altered in the front of any tract without first being approved by the Architectural Committee and shall not be closer than thirty feet (30') to the FM 3186 Right of Way line. Any fence, wall, or hedge constructed within any drainage easement shall not obstruct, substantially change, or impede the flow of the existing or necessary drainage. Any fence erected within the rear building setback shall be constructed of wrought iron so as to preserve the view corridor across the waterfront.
- (17) All fences in front of the main dwelling unit on any tract shall be constructed of rock or wood or wrought iron and shall be repaired and maintained in good condition by the owner of such tract. No chained link, wire or field fence shall be allowed.

- (18) All driveways shall be surfaced with concrete, masonry or asphalt coating and shall be constructed in compliance with any governmental authorities permitted specifications and constructed so as not to obstruct, substantially change, or impede the flow of the existing or necessary drainage.
- (19) All main dwelling units must be accompanied by at least one (1) fully enclosed two-car garage as a storage area for vehicles.
- (20) No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage and other waste shall be kept in sanitary containers, which at all times must be concealed from public view. No trash, ashes, or other refuse may be thrown or dumped on any vacant tract, private street, easement or drainage area in the subdivision. No lot may be used for storage of any equipment or materials prior to construction of the residence on said lot, save and except materials and equipment used in construction of the residence during construction.
- (21) All residences and vacant lots must be kept in an attractive fashion and all landscaping must be approved by the Architectural Committee. Lawns must be properly maintained, and no objectionable or unsightly usage will be permitted which is visible to the public view. No gravel, rock or concrete yards will be permitted.
- (22) Upon failure of the Owner to do so, the Declarant may, at its option, have the tract cleaned and mowed and the Owner shall be assessed by Declarant for all reasonable costs of such work. Owners release and hold harmless Developer for any liability or damages resulting from Developer being required to clean and mow such Tract.
- (23) No structure of a temporary character, tent, shack, garage, barn, or other outbuilding, or trailer, mobile home, house trailer, recreational vehicle, truck camper or similar facility, shall be used on any tract at any time as a residence or storage facility, either temporarily or permanently.
- (24) No trailer, tent, recreational vehicle, camper, or inoperable vehicle shall be kept, parked, stored, repaired or maintained on any tract, or street, unless completely concealed from view. One boat and/or boat trailer may be parked at or near a main dwelling unit on any tract.
- (25) No construction, farm or other equipment or machinery, including, but not limited to, tractors, backhoes, front-end loaders, and grading equipment, shall be kept, parked, stored, repaired or maintained on any tract, or street, unless completely concealed from view; provided,

however, it is understood that during construction of a Structure on a tract pursuant to the terms of this Declaration, such equipment or machinery may be parked at or near such tract temporarily.

- (26) No signs of any kind shall be displayed to the public view on any tract except one professional sign of not more than two (2) square feet indicating the name of the tract Owner, or one sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by the Declarant or the builder to advertise the Property during the construction and sale period not exceeding nine (9) square feet of surface area. Sales flags shall not be placed on any tract.
- (27) No firearms shall ever be discharged on any tract within the Subdivision. No hunting of any type shall be permitted on any tract.
- (28) No surface or shaft mining operations, including oil and / or gas drilling or other operations, will be permitted on any tract or combination of tracts by the Owner or Owners of any such tract or tracts, including their respective assigns under leases, contracts or other similar type instruments, it being intended that no oil, gas or mineral exploratory, production or other operations of any kind or character will ever be permitted in the Subdivision.
- (29) No animals will be permitted on any tract in the Subdivision other than those that are ordinarily domestic animals normally found in a subdivision for private residential use and pleasure. No horses, cattle, poultry, swine, goats, or sheep shall be permitted on any lot. No more than three (3) dogs and / or three (3) cats may be kept on any Subdivision Tract. All domestic animals shall be contained within a fence within the boundaries of the property of the Owner, and any such animal declared a nuisance by four (4) or more of the Property Owners shall be removed from the Subdivision in a humane and expeditions manner.
- (30) The proposed location of any satellite reception dish shall be submitted to the Architectural Committee for its approval prior to installation. Any such dish must be shielded from the view of Subdivision roads.
- (31) No businesses of any type shall be permitted on any tract, save and except those which are classified as a home occupation. Any violation of said ordinances or failure to adhere to the requirements of the said ordinances shall constitute a violation of these restrictive covenants and support and action under these restrictive covenants.

- (32) Each tract owner shall be limited to no more than two sales (e.g. garage sales, yard sales, moving sales, etc.) per calendar year.
- (33) No metal storage building or barn shall be permitted upon any tract unless expressly approved in advance and in writing by the Architectural Committee. In any event, any such structure shall be located behind main dwelling unit.

III.  
ARCHITECTURAL CONTROL

- (1) Prior Approval by Architectural Committee. No structure shall be erected, placed or altered in whole or in part on any tract until such time as the construction plans and specifications for such Structure, with a plot plan showing its specific location, and duplicate color samples for roofing material and exterior walls and trim, have been approved in writing by the Architectural Committee as to the quality of materials, conformity and harmony with the external character and design with existing Structures in the Subdivision, and the location of the said Structure with respect to lot lines, trees, topography and finished ground elevation.
- (2) Architectural Committee. The Architectural Committee shall be composed of three (3) or more persons. The said Committee shall be chosen by Declarant (or Declarant may act as such Committee) until such time as 75% of all tracts have been sold by Declarant following the date of this Declaration. Thereafter, the Committee shall be chosen by a majority vote of all lot owners, where each lot shall have one vote. A majority shall consist of 51% or greater of all votes. For the purposes of this vote, 60% of all lots must participate in any such vote in order to constitute a quorum. In the event of the death or resignation of any member of said Committee, the remaining member or Members shall have full authority to approve or disapprove such plans, specifications and plot plans.
- (3) Approval by the Architectural Committee. The Architectural Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be construed or interpreted as vague, indefinite, uncertain, and capable of more than one interpretation. In the event the Architectural Committee fails to approve or disapprove any plans, specifications and plot plan that have been submitted to it hereunder within 30 days of receipt, such

approval will not be required and the covenants of this section will be deemed to have been fully complied with.

- (4) Decisions of the Architectural Committee. All decisions of the Architectural Committee shall be final and binding, and there shall be no revision of any action of such Committee except by procedure of injunctive relief when such action is patently arbitrary and capricious. Members of said Committee shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder; it being understood and agreed that any remedy shall be restricted to injunctive relief and no other.
- (5) Compensation of Architectural Committee. Members of the Architectural Committee shall not be entitled to any compensation for services pursuant to this covenant, but shall be entitled to reimbursement of reasonable expenses incurred in connection with its services performed.
- (6) Waiver by Architectural Committee. The Architectural Committee may waive any requirement described in Article II of this Declaration.

#### IV.

#### BINDING EFFECT AND DURATION OF THIS DECLARATION

The covenants, conditions and restrictions provided for in the Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any tract, their heirs, representatives, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years.

#### V.

#### AMENDMENT OF THIS DECLARATION

Except as expressly provided herein, the provisions of this Declaration may be amended only by an instrument signed by not less than ninety percent (90%) of the Owners. Any amendment must be properly recorded. Notwithstanding the foregoing, Declarant reserves the exclusive right to amend this Declaration until the sale by Declarant of nine (9) tracts, following the date of this Declaration.



VI.  
MISCELLANEOUS

- (1) Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.
- (2) Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.
- (3) Enforcement. Any Owner at his or her expense, the Architectural Committee, or the Declarant at its expense, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges, assessments and all other provisions contained in this Declaration. In the event the Architectural Committee seeks to enforce the terms of this Declaration, it shall only be permitted or required to do so to the extent that funds have been voluntarily contributed by tract Owners for such purpose. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- (4) Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part hereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this declaration shall govern.
- (5) Omission. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.
- (6) Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner in the Official Records of Polk County, Texas.
- (7) Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.