

GLEN HAVEN ESTATES RESTRICTIONS
SECTION NO. 11

#1542

E STATE OF TEXAS X
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COUNTY OF TRINITY X

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, GLEN HAVEN ESTATES, INC., a Texas corporation, is the owner and developer of all that certain property comprising GLEN HAVEN ESTATES, SECTION TWO, and herein sometimes referred to as Subdivision, according to the map or plat thereof of record in Volume 2, Page 80-81 of the Plat Records of Trinity County, Texas, to which map or plat and its record thereof reference is hereby made for full and particular description of said real property; and

WHEREAS, GLEN HAVEN ESTATES, INC., in its desire to keep the development of said real property for the mutual benefit and pleasure of the property owners in said Subdivision, and for the protection of said property values thereon, desires to place on and against said property certain protective and restrictive covenants regarding the use thereof.

NOW, THEREFORE, GLEN HAVEN ESTATES, INC., a Texas corporation, does hereby make and file the following declarations regarding the use and/or improvements on the lots located in GLEN HAVEN ESTATES, SECTION TWO, owned by the undersigned as follows:

1. ARCHITECTURAL CONTROL COMMITTEE: No building shall be erected, placed or altered on any lot, property or area in this Subdivision until the building plans, specifications and plot plans showing the location and size of such building have been approved, in writing, as to conformity and harmony of external and structural design and quality, and in conformity with the reservations, protective covenants, limitations, conditions and restrictions as hereinafter set out, and a building permit has been issued by an Architectural Control Committee, designated by GLEN HAVEN ESTATES, INC., its successors and assigns.

In the event said Committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be by delivery in person or by registered letter, submitting said plans and specifications addressed to his last known address, and which said notice will set forth in detail the elements disapproved and the reasons therefor. Such notice need not, however, contain any suggestions as to the methods of curing the matter and things disapproved. The judgment of the Committee or its designated representative shall in all things be final.

2. RESIDENTIAL PURPOSES: All lots in GLEN HAVEN ESTATES, SECTION TWO, unless otherwise designated on the aforementioned map or plat of this Subdivision, shall be known and designated as "residential lots" and shall be used for one single family residential purposes only. In no event shall any residential lot be used for any business purposes.

3. BUILDING SETBACK: No building or other structure shall be located on any residential lot nearer to the street than the building line as set forth herein. The building setback lines shall be at least ten (10) feet back from the street in all cases except corner lots. In the case of corner lots, the ten (10) foot setback shall be on the side of the lot fronting on the street. In the case of the side of the lot abutting the street, the minimum setback shall be ten (10) feet. Corner residential lots shall be deemed to front on the street side having the least frontage. No building shall be located nearer than five (5) feet to any interior lot line, except in the event one building is constructed on more than one lot, the combined areas shall be considered as one lot. In any determination, of this clause, the building line shall include open porches and garages or any other abutting structures to the principal residence. Variations from these requirements as to building location may be granted by GLEN HAVEN ESTATES, INC., upon the recommendation of the Architectural Control Committee and upon such variations being ratified by all abutting property owners.

TEMPORARY STRUCTURES: No house trailer, tent, shack, barn or other outbuilding or structure shall be permitted or moved on any residential lot on this subdivision, nor shall any garage or other outbuilding be used as a temporary or permanent residence in this Subdivision.

5. MINIMUM BUILDING REQUIREMENTS: The floor areas of all residences, exclusive of open porches and garages, shall be not less than 600 square feet. The design, materials and workmanship in all buildings shall be in conformity with common use by architects and builders of quality homes and no building or structure shall be occupied or used until the exterior thereof is completely finished.

6. SEWAGE REQUIREMENTS: Wherever a residence is established on any lot it shall be provided with an inside toilet and shall be connected immediately with a septic tank or approved sewage system at the expense of the owner of said lot. Such sewage disposal system shall be 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 the health officer of Trinity County, Texas. The drainage of septic tanks into a road, street, alley or other public ditch or Lake Livingston, either directly or indirectly, is strictly prohibited.

Minimum requirements for the construction of septic tanks, lateral lines, whether required by health authorities or not, are: 150' of the 4" tile pipe laid in the center of 12" square of washed gravel, covered with tarpaper. The bottom of the trench to be 12" wide by 18" deep. Septic tanks shall have at least 300 gallons capacity. No septic tanks or lateral lines shall be permitted within the Trinity River Authority Flood Easement or within 50' of water-front property line.

7. EASEMENTS: Lots are to be purchased subject to easements to be established by grant or agreement between GLEN HAVEN ESTATES, INC., its successors or assigns, and the utility companies furnishing electricity, telephones, water, gas or sewage and in addition thereto, water-front lots shall be subject to flood easements established or to be established and granted to Trinity River Authority or other authority controlling Lake Livingston.

There is hereby reserved along all gullies, ravines, creeks, draws and drainage ways, a 20-foot-wide easement, 10 feet on either side of the center line of said drainage ways, an unrestricted easement for the purpose of protecting the natural drainage of the Subdivision. No fences, walls, dams, or structures of any kind shall be built within these easements, nor shall the drainage be obstructed in any way by the filling or otherwise changing the cross-section of these drainage ways. Protective measures only may be taken to prevent the erosion of the banks, such methods as bulkheads, retaining walls, riprap, etc., shall be subject to approval of GLEN HAVEN ESTATES, INC. There is further reserved the right of ingress and egress to these drainage ways over and across all lots abutting said drainage ways, for the purpose of maintenance of these drainage ways. Diverting, changing the course of, or relocating the route of these drainage ways shall also be subject to the approval of GLEN HAVEN ESTATES, INC.

8. CULVERTS: Culverts must be used for driveways and walks and the drainage structures under private driveways shall have a net drainage opening of sufficient size to permit free flow of water without back water and shall be a minimum of a twelve-inch-diameter pipe culvert.

9. NUISANCE: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

10. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats may be kept provided they are not kept, bred or maintained for any commercial purposes, but only for the use and pleasure of the owners of such lot.

10a. HUNTING: No hunting will be permitted in the Subdivision.

11. RUBBISH: The owners and/or occupants of all lots in this Subdivision shall, at all times, keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential construction requirements or permit the accumulation of garbage, trash or rubbish or any kind thereon. In the event of default on the part of the owner or occupant of any lot in this Subdivision in observing any of the above requirements, seller may, without liability to the owner or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot in this Subdivision to pay such invoice immediately upon receipt thereof.

12. SIGNS: No sign, advertisement, billboard, or advertising structure of any kind may be erected or maintained on any residential lot without the consent, in writing, of the Architectural Control Committee. Developer or members of the Committee shall have the right to remove any such sign, advertisement, or billboard or structure which is placed on any residential lot without such consent, and in so doing shall not be liable and is expressly released from any such liability or trespass or other tort in connection therewith or arising from such removal.

13. PARKING: No boats, boat trailers, or boat rigging shall ever be parked or placed (except temporarily) nearer to the street than the building setback lines. The parking of automotive vehicles on road shoulders for a period of longer than twenty-four hours is prohibited.

14. RESERVED AREAS: Areas designated on the above-mentioned map or plat as park areas are reserved for the joint use of the lot owners of this Section Two and their guests, together with the lot owners of subsequent sections. Areas designated on the above-mentioned map or plat as reserves are reserved to be developed at a later date whereas commercial reserves may be leased or sold for commercial or recreational facilities. The general public is specifically excluded from park areas.

15. WATER WELLS AND MINERAL EXPLORATION: No water wells shall be permitted on any residential lot in the Subdivision. Mineral exploration or production on any residential lot within the Subdivision is likewise prohibited.

16. MAINTENANCE CHARGE: Each lot as set forth as residential lots on the aforementioned map or plat of this Subdivision shall be subject to an annual maintenance fund assessment of \$30.00 per year, the same to be secured by a Vendor's Lien upon each of said lots, and payable annually on the first day of October of each year. Lots owned by the developer are not subject to a maintenance charge. Said fund is to be collected, administered and disbursed by the officers of Glen Haven Estates, Inc., until 80% of all lots in said Subdivision are sold, including this section and all subsequent sections at which time said fund shall be turned over to three resident property owners of said Subdivision to be designated by the officers of said corporation as the Board of Trustees of the Glen Haven Estates Property Owners Association. Said association shall be comprised of all property owners of the Subdivision.

The Trustees so designated shall be entitled to hold office until their successors have been elected by a vote of the majority of the property owners within said Subdivision and thereafter, the Board of Trustees shall be elected annually by the vote of the majority of the members of said association. Said association may incorporate under the Texas Nonprofit Corporation Act to carry out the duties, obligations and purposes herein vested in the Board of Trustees and such maintenance fund shall be collected, administered and disbursed by the duly authorized officers and directors of such corporation, in accordance with the duly adopted Articles of Incorporation and bylaws thereof.

The annual maintenance charge authorized under this paragraph may be adjusted from year to year by the officers of Glen Haven Estates, Inc., or their successors, whoever shall be charged with the collecting, administering and disbursing of such fund, as the needs of the property may, in their judgment, require, but in no event shall such charge ever exceed \$30.00 per lot per year unless raised by the vote of the owners of 75% of the lot owners within said Subdivision.

This fund shall be used, as far as the same will go, towards safety and health projects; developing, improving and maintaining recreational areas; maintaining streets and rights of way; providing various services to lot owners and in general for any and all purposes which developers may consider to be of general benefit or useful to the lot owners.

For the purposes of this paragraph each property owner shall be entitled to one vote for each lot owned within the Subdivision. When, as, and if other sections of Glen Haven Estates are developed and a maintenance charge collected from the lots therein, then the maintenance fund composed of charges collected from the several owners of the several sections shall be collected, administered and disbursed in common for the joint benefit of all the property owners in the respective sections. Such maintenance charge shall in any event extend for a period of twenty-five years from January 1, 1967, and shall be extended automatically for successive periods of ten years unless the then owners of the majority of the lots in said Subdivision paying such charge vote to discontinue such charge, such action to be evidenced by written instrument signed and acknowledged by the owners of the majority of the lots within said Subdivision and recorded in the Deed Records of Trinity County, Texas.

17. AMENDING RESTRICTIONS: All covenants and restrictions are for the benefit of the entire Subdivision and shall be binding upon each purchaser, his successors, heirs or assigns. Invalidity of any one of the covenants or restrictions by judgment of any court shall in no way affect any of the other provisions which remain in full force and effect.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded with the County Clerk of Trinity County, Texas, after which they shall be extended automatically for successive periods of ten (10) years unless an instrument signed by the majority of the owners of the lots has been recorded prior to the expiration date or any subsequent expiration date, by which said property owners agree to discontinue and annul the covenants upon their expiration; provided, however, at any time after Glen Haven Estates, Inc., shall have sold 80% of the lots in this Subdivision, any or all of the covenants therein may be annulled, amended or modified by the vote of two-thirds of the lot owners of said Subdivision upon the recommendation of the Architectural Control Committee. All of such lot owners shall be given thirty (30) days notice in writing of any proposed amendment before the same is adopted. The person or persons requesting the amendment shall bear all the expenses of such amendment and in no event shall any amendment place an additional burden or restriction on a particular lot or lots in the Subdivision where the owner of such lot or lots does not join in such amendment.

For the purposes of this Paragraph 17, each property owner shall be entitled to one vote for each lot owned within the Subdivision.

The enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate same, either to restrain such violation or proposed violation, or to recover damages.

IN WITNESS WHEREOF, GLEN HAVEN ESTATES, INC., has caused these presents to be executed by its president and attested by its secretary all thereunto duly authorized on this 13th day of August, 1973.

GLEN HAVEN ESTATES, INC.

By W. R. Thornton
W. R. Thornton
President



James R. Thornton
James R. Thornton
Secretary