

**RESTRICTIONS, COVENANTS, AND CONDITIONS
APPLICABLE TO HIDE-A-WAY BAY
UNIT NO. 2 SUBDIVISION.**

1. No lot shall be used for other than residential purposes and no soil or trees shall be removed for any commercial use. Cutting of trees shall be limited to the extent necessary for clearing the foundation site for construction; any additional cutting of trees shall be done only upon written approval of Pattern Properties, Inc., its successors and assigns.

2. No buildings shall be located on any lot nearer to the front or rear lot lines than twenty five (25) feet and no nearer than fifteen (15) feet from one side lot line and six (6) feet from the other side line, except, however, that as to lots which are immediately adjacent to lake Palestine, buildings or improvements may be constructed thereon to a point ten (10) feet distance from the 355' elevation line. The floor area for any dwelling or cottage, exclusive of garage, porches and basement shall not be less than the following:

Lots 18 thru 111.1,200 sq. ft.

Lots 112, 113, 117 thru 138.....1,000 sq. ft.

All other lots800 sq. ft.

3. No structure of a temporary character, trailer, mobile home, camper, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time, as a residence, either temporarily or permanently. Any garage shall be constructed at the same time or subsequent to the construction of the house it is intended to serve. All improvements shall be completed within six (6) months from the beginning of construction. No outhouses shall be permitted on any part of the property; all lavatories, toilets, and bath facilities shall be installed indoors.

No installation for the disposal of sanitary sewage shall be constructed or operated unless the installation shall meet and continue to meet all the requirements of every governmental authority having jurisdiction, and shall have been approved in writing by Patterson Properties, Inc., its successors or assigns. All lavatories, toilets, and bath facilities shall be completely installed and functioning before the resident is occupied.

4. No animals, livestock or poultry of any kind shall be raised, bred, boarded or kept on any lot excepting dogs, cats, or other household pets, except by permission of Patterson Properties, Inc., its successors or assigns. Fires must be contained, enclosed and carefully supervised. Use of firearms on the premise is prohibited except in areas that may be designated for such purposes by pattern Properties, Inc., its successors and assigns. The lot shall be kept free and clean of trash and debris at all times. All advertising signs are prohibited.

5. No building, pier, or boathouse shall be erected on any lot until the plans, specifications, and plot-plan therefore have been approved in writing by Patterson Properties, Inc., its successors and assigns and any governmental authority having jurisdiction. Driveway crossings side ditches shall be constructed to a minimum width of ten (10) feet with culvert pipe drains laid on the profile of the ditch invert. No culvert pipe shall be smaller than 12 inches in diameter.

6. Patterson Properties, Inc., reserves for itself, its successors and assigns , an easement or right- of-way over a ten (10) foot strip inside the side, rear, and street boundary lines of all lots in the subdivision, for the purpose of installation of maintenance of facilities and CATV system, including but not limited to gas, water, electricity, telephone, drainage, and sewage and any appurtenance to the supply lines therefore, including the right to remove trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots with no obligation on the part of Patterson Properties, Inc. to supply such devices.

7. No noxious, immoral, illegal, or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision in which said lot is located.

8. No sale, transfer, lease, or other disposition of any lot in the Hide-A-Way Bay Subdivision shall be consummated unless and until the purchaser or transferee has applied for and has been accepted as a member of the Hide-A-Way Club, Inc., its successors or assigns, and hereinafter referred to in Paragraph 9. This restriction shall not apply, however, to lending institutions who may bid said property in at any foreclosure sale brought by them without regard to such membership restrictions, nor shall it apply with respect to a transfer of such property pursuant to a duly-probated will or by virtue of intestacy, pursuant to the statutes of the State of Texas. However in the event of a transfer of title by virtue of foreclosure, probate, or will, or intestate succession, Patterson Properties, Inc., its successors or assigns, shall have an absolute right of first refusal to purchase said lot from any such transferee or transferees in the event they shall decide to sell, transfer, or convey the same; provided, however, that Patterson Properties, Inc., its successors, or assigns, must within thirty (30) days from the date of a transfer of title to such lot by virtue of foreclosure, probate of will, or intestate succession, give written notice to any such transferee or transferees that Patterson Properties, Inc., its successors or assigns, elect to purchase said lot from any such transferee or transferees shall decide to sell, transfer, or convey said lot. If such written notice to purchase is not given, as above stated, within said thirty (30) day period by Patterson Properties, Inc., its successors or assigns, the absolute right as aforesaid of Patterson Properties, Inc., its successors or assigns, to purchase said lot shall be waved and shall be of no force or effect.

9. Upon acceptance of an application for membership in Hide-A-Way Bay club, Inc, a non profit Organization , its successors or assigns, and the simultaneous execution of a sales contract or the acceptance of a Deed, each owner shall become a member of the Hide-A-Way Bay Club, Inc., operated for the purpose of providing the members with recreation facilities in the area for the common benefit of lot owners. Said membership shall be conditioned upon observance of the rules and regulations established by said club for the benefit and general welfare of its members and for the official operation thereof. Ownership and operation of said club will be conveyed and granted to all members of said club on or before the time all lots in the Subdivision have been sold.

10. Notwithstanding anything to the contrary contained herein ,Patterson Properties, Inc., its successors and assigns , reserve for itself and its designated agent or agents the right to use any unsold lot or lots in said Subdivision for a temporary office location and the right to place a sign or signs on any unsold lot in the subject Subdivision, together with further right to dedicate and/or use such lots in said Subdivision as they may deem necessary or desirable for the use or benefit of property owners.

11. These restrictions, covenants, and conditions maybe enforced by Patterson Properties, Inc., and /or Hide-A-Way Bay Club, Inc., their successors or assigns, or by the owner or owners of any lot in said Subdivision, either by proceeding for litigation or to recover damages for breach thereof or both.

12. These restrictions, covenants, and conditions, are to run with the land and shall be binding for twenty five years from the date of such restrictions, covenants, and conditions being first impressed upon said property and Subdivision, after which time said restrictions, covenants, and conditions shall be automatically extended for successive periods of ten years unless the instrument signed by a majority of the lot owners in said Subdivision has been recorded, agreeing to a change in said restrictions, covenants, and conditions in whole or in part.