2012042345 MISC

Total Pages: 3 AR

TWIN LAKES CLUB, INC

Formally Known as Double Lakes 20315 Lake Forest Dr. East Guy, Texas 77444

DEED RESTRICTIONS

The following covenants and conditions are imposed as conditions running with the land on the property described in the Twin Lakes Subdivision:

- No cesspool shall ever be dug, used, or maintained on said property, and whenever a residence is established on said
 property all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use
 in connection with such property. The drainage of septic tanks into any road, street, alley or other public ditches,
 either directly or indirectly, is strictly prohibited.
- 2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back-water. Culverts or bridges must be used for driveways and/or walks.
- 3. The property shall be used for new residence purposes only, and no part thereof shall be used for business purposes nor any other structure whatsoever, other than a first-class private residence, with the customary outbuildings or garage shall be lived in as a home. No building may be moved onto this property without the inspection and approval of two officers of the company.
- 4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on this property shall at any time be used as a residence temporarily or permanently, not shall any structure of a temporary character be used as a residence without written authorization from one officer of this corporation.
- 5. No residence shall be erected or placed upon the property herein restricted as residential property which does not contain at least 500 square feet exclusive of porches and garages. Residential property is here meant for the use of erecting thereon a first-class private residence, apartment or duplex, with the customary out-buildings, garage and servants' house. No corrugated iron, roll siding, tar paper or similar composition will be allowed for outside finishing materials. Exterior of residence must be completed before occupancy.
- 6. No hogs, goats or other animals generally considered to be undesirable in a residential subdivision shall be raised, bred or kept on the property except that dogs, cats, fowl or household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
- No noxious or offensive trade or activity shall be carried on upon this property, nor shall anything be done thereon
 which may become an annoyance or nuisance to the neighborhood.
- 8. No building shall be located nearer than 25 feet to the front property line nor nearer than 10 feet to any side street line, nor nearer than 5 feet to the inside property line.
- A 10 foot utility easement over, under, along and across the property herein contracted to be sold for the purposes of
 installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles,
 pipe lines and drainage ditches.
- 10. Purchaser agrees that he will not permit grass or weeds to become in excess of 12 inches in height before cutting same, nor allow trash, junk or any unsightly objects to be dumped or accumulated on said property, in default of which Seller or its assigns may cut such grass or weeds or remove said trash, junk or unsightly objects and add the cost hereof to the amount to be paid under the terms of this contract, such costs to be paid within 30 days after demand is made therefor.
- 11. No sign of any kind shall be displayed to the public view on this properly without written permission from the Sellers herein.
- 12. No tree or trees shall be sold, cut or removed from this property without written permission from the Sellers herein until 30% of the purchase price has been paid by the Purchaser.
- 13. OMITTED.

2012042345 Page 2 of 3

- 14. No firearms shall be fired, displayed or used for any purpose.
- 15. Multi-ownership of any lot in this subdivision, other than husband and wife ownership, will exclude all such owners from use of the recreational facilities in this subdivision.
- 16. All lots sold in this Subdivision are subject to a levy of \$150.00 Dollars annually per lot for maintenance of streets and recreational facilities. This fee may be levied at the option of TEXAS WATERWAYS, INC. This privilege of levy may be assigned by TEXAS WATERWAYS, INC. to a Board of Governors of Directors elected by a Property Owners Association. Any such funds collected must be expended on maintenance as above stated. The above mentioned levy of \$150.00 Dollars annually per lot may be made on no more than two (2) lots owned by any owner. The amount of levy may be raised or lowered by a majority vote of the Property Owners at an election called by TEXAS WATERWAYS, INC, or above mentioned Property Owners Association with authority, however no person, grout, or firm will have the authority to authorize a change in the fact that no owner will be levied upon to pay a maintenance fee on more than two (2) lots. Failure of a Property Owner to pay this levy will constitute a lien on the property so owned and the owner will forfeit the privilege of use of any and all of the available facilities in this Subdivision. Right to use of facilities will be restored upon payment in full of levy, plus penalties of \$10.00 a month for 1 lot and \$15.00 a month for 2 lots for term of delinquency. And further, Purchaser, his heirs and assigns do hereby agree to abide by all the rules and regulations pertaining to the recreational facilities imposed by TEXAS WATERWAYS, INC. or the above mentioned Property Owners' Association.
- 17. The restrictions and Covenants are to run with the land, and shall be binding on all of the parties and all persons until May 1, 1993, at which time such covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the property agree to change the covenants or restrictions, in whole or in part.
- 18. Purchaser of this property accepts said property SUBJECT to the above set out restrictions, easements and covenants running with the land, and purchaser and purchaser's heirs, successors and assigns, covenants with their respective grantors that they will, and that their successors, heirs, and assigns, shall faithfully observe and perform said restrictions and conditions, and each of them and if any purchaser or any person claiming under such purchaser, shall at any time violate or attempt to violate, or shall omit to perform or observe any of the foregoing restrictions or conditions, it shall be lawful for any person owning land subject to these restrictions or conditions, or for any grantor of any property to institute and prosecute appropriate proceedings at law or in equity, including the right of injunctive relief, for the wrong done or attempted.
- 19. It is agreed that nothing may be done by the parties hereto, their grantees or assigns which would result in changing or altering or interfering with existing drainage of water across this property or adjacent property.
- 20. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions or covenants and same shall remain in full force and effect.

CAMPERS LOTS

The herein contained covenants and conditions are amended as follows: No residence or permanent structure shall ever be erected or placed upon the property herein described, except that a storage building may be placed herein. A tent, camper or camper trailer may be used on the herein described property, but must be removed when not in use. However said tent, camper or camp trailer shall not be permitted for use as a permanent residence.