

STATE OF TEXAS
COUNTY OF HENDERSON

RESERVATIONS AND RESTRICTIVE COVENANTS -
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SUNRISE SHORES PROPERTY OWNERS, ASSOCIATION INC.

\$27⁰⁰

TO THE PUBLIC;

Declarations of Restrictions and Restrictive Covenants on SUNRISE SHORES, a subdivision of Henderson County, Texas, a plat of which is filed of record in Volume B, Page 140 of the Plat Records of Henderson County, Texas.

The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in SUNRISE SHORES or claiming under them for period of TWENTY-FIVE (25) years as to filing date and shall automatically be extended for successive periods of TEN (10) years unless terminated, released or amended by a vote of three fourths (3/4) majority of the then owners of lots in said subdivision (each lot having one lot vote), taken prior to the expiration of said TWENTY-FIVE (25) year period and filed for record in the Deed Records of Henderson County, Texas.

Any persons owning real property situated in said sub-division may prosecute any proceeding at law or in equity against the person or persons violating any such covenants, and either to prevent he/she from so doing or to recover damages for such violation or both.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force or affect.

(1) RESIDENTIAL DISTRICT; Applicable to all lots in the said subdivision save and except lots 1 through 4, Block 6 and Lots 20 through 45, Block 17;

(A) For the purpose of insuring the development of the land so platted as an area of high standards, the SUBDIVIDER reserves the power to control the buildings, structures, and other improvements placed on each lot as well as to make such exceptions to these reservations and restrictions as the SUBDIVIDER or the ARCHITECTURAL CONTROL COMMITTEE, hereinafter provided and hereinafter call COMMITTEE shall deem necessary and proper.

Whether or not provision therefore is specifically stated in any conveyance of the lot made by the developer, the owner or occupant of each and every lot by acceptance of title thereto or occupant of each and every lot by acceptance of title thereto or by taking possession thereof covenants and agrees that no building, wall, fence or other structure shall be placed upon such lot unless and until the plans and specifications therefore and plot plan have been approved in writing by the ARCHITECTURAL CONTROL COMMITTEE. Each such building, wall, fence or other structure shall be placed on the premises only in accordance with the plans and specifications and the plot plan so approved. Refusal of approval of plans and specifications by such COMMITTEE may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the COMMITTEE shall seem sufficient. No alteration in the exterior appearance of the building or structure shall be made without like approval. If no COMMITTEE exists, or if the COMMITTEE shall fail to approve or disapprove the plans or specifications within thirty (30) days after written request therefore, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the covenants herein contained.

The SUBDIVIDER shall in writing appoint three (3) persons to the ARCHITECTURAL CONTROL COMMITTEE herein referred to and the actions of the COMMITTEE shall be controlled by a two-thirds (2/3) majority vote thereof.

In the event of the death or resignation one or more of such committee members, then in that event, the survivor or survivors shall fill the vacancy or vacancies for the unexpired term yet to be served by appointment.



RIGHTS

Upon resignation of the appointed committees but not later than January 1, 1985, all privileges, powers, rights and authority herein reserved to the ARCHITECTURAL CONTROL COMMITTEE appointed by the SUBDIVIDER shall be exercised by and vested in a COMMITTEE to be selected by the owners of a majority of the lots in the subdivision.

(b) No lot or lots embraced in the residential district shall be used for other than single family residents purpose.

(c) No building or structure shall be nearer than five (5) feet to either side or rear property line and shall have a minimum setback of fifteen (15) feet from front property line, save and except all lots in Block 1 shall have a minimum setback of twenty (20) feet from the street property line and a minimum of one (1) foot from the three hundred fifty-five (355) MSL elevation line; I. e. lakeside property line.

No septic tank nor field line of septic system shall be nearer than twenty-five (25) feet to three hundred fifty-five (355) foot MSL elevation line.

Where more than one single lot are acquired as a single building site, the side lot lines shall refer only to the lot line bordering the adjoining property owners.

An easement with right of ingress and egress is reserved for utility installations, service and maintenance over the side and rear five (5) feet of each lot and over the front fifteen (15) feet of each lot, including the right to keep such right of way cleared of shrubbery and trees and wires, cables, crossarms may extend over portions of said lot not within the easement so long as it does not hinder the construction of buildings.

(d) Notwithstanding anything to the contrary herein, the COMMITTEE shall have the right to permit reasonable modification of the setback requirements where in the discretion of the COMMITTEE strict enforcement of the setback provision would work a hardship.

(e) No structure of "box" or "sheet metal" construction nor any lean-to shall be erected, placed or permitted to remain on any lot in the subdivision nor shall any structure of a temporary character be used at any time as a residence.

(f) Each permanent home in the residential district shall contain not less than six hundred (600) square feet and must be built on a lot or lots containing six thousand (6,000) square feet or more.

Mobile homes may be placed on and used on any lot which shall be not less than twelve (12) feet by forty (40) feet in size exclusive of porches, breezeways and garages provided the same be properly underpinned within sixty (60) days. Approved recreational vehicles may remain on any lot for temporary use.

(g) Construction of garages must be followed within thirty (30) days by construction of the permanent home or placement of a permanent mobile or modular type home.

(h) Exterior walls of all buildings and improvements shall be constructed of masonry, or other commercial siding approved by the COMMITTEE provided that all exposed wood surfaces and cement block surfaces shall be painted with at least two (2) coats of good quality paint.

(i) Roofs must be completed within ninety days after the start of construction. Outside storage and building supplies on any lot in this subdivision shall be permitted only during said ninety days construction period.

(j) All laboratories, toilets and bath facilities shall be installed indoors and shall be connected with adequate septic tanks and lateral lines constructed to comply with the State and Local health authorities and no outside or surface toilets shall be permitted under any circumstances. All laboratories, toilets, and bath facilities shall be completely installed before the residence is occupied.



(k) No pitholes or other excavations shall be dug on any lot in the subdivision except in connection with the actual construction of the foundation of the improvements to be erected thereon.

(L) No old or existing house or pre-built or pre-fabricated house or structure or mobile home or modular type home shall be moved or placed or maintained on any lot on the subdivision without written approval of the ARCHITECTURAL CONTROL COMMITTEE.

(m) The COMMITTEE may, as a condition to its said approval, make any requirements in its judgment is deemed proper, including the following requirements;

(1) That the mobile home or camper unit must be in good repair and of an attractive design and appearance.

(2) That any mobile home or camper be manufactured of a design, appearance and quality comparable to those built by a commercial manufacturer.

(3) Water service must be connected and an approved septic system must be installed before any mobile home, travel trailer (unless self-contained) or Morgan type building is occupied, even though used for camping only.

(n) No billboards, sign boards, unsightly objects or advertising displays of any kind shall be installed, maintained or permitted to remain on any lot of the subdivision except that one (1) sign not containing more than three (3) square feet of surface area may be displayed for the sale of a dwelling house, but only after the construction of the dwelling house has actually been started. No such signs for the sale of unimproved lots shall be permitted.

(o) Notwithstanding anything to the contrary contained herein, the SUBDIVIDER reserves for itself, and its designated agent or agents, the right to use any lot or lots for a temporary office location and a right to place a sign on any lot.

(p) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done there on which may be or become an annoyance or nuisance to the neighborhood. This shall be construed to include all minibikes, trail bikes, motorcycles, or loud and offensive vehicles.

(q) No hunting or discharge of firearms shall be permitted on any lot or on any part of the subdivision.

(r) No residential lot shall be used for the purpose of raising hogs, goats, sheep, rabbits, chickens, or other fowl, or as a place for keeping horses, mules, cattle or other animals. The occupants of each residence or lot may keep and maintain on each lot of said subdivision the usual and customary domestic animals as pets, but no commercial dog or cat kennel shall be permitted.

(s) The owner of each lot shall keep the same cleaned and free of weeds and debris such as will be in keeping with other property and the community at any particular time. All lots shall be kept clean and free of all boxes, rubbish, trash, inoperative cars, and other debris. Refrigerators and other large appliances shall not be placed outdoors. The COMMITTEE shall have the right to enter the property where a violation exists under this paragraph and remove the incomplete structure or other offending items at the expense of the offending party.

(t) No lot which is under a contract of sale then in force with the undersigned, being the seller thereunder, or deeded to the purchaser thereof, may be subdivided without the consent of the undersigned, its successors and assigns, which consent may be granted or withheld at the sole discretion of the undersigned, its successors or assigns. No lot or any part of a lot shall be used for a street, access road or public thoroughfare without the prior consent of the undersigned, its successors and assigns.

(u) No water well shall be drilled upon any of the said lots by the owner thereof as long as the water for domestic uses shall otherwise be available to the owner of said lots, but nothing herein contained shall be construed as prohibiting the developer, its successors, assigns or nominees, from drilling a well or wells on the reserved area of any lot of said subdivision for the purpose of supplying water to the owners of any property in said subdivision or any addition thereto.



(2) **COMMERCIAL DISTRICT;** Applicable to lots 1 through 4, Block 6 and Lots 20 through 45, Block 17;

(a) Any lot in the **COMMERCIAL DISTRICT** may be utilized as a residential lots and shall in that event be subject to all restrictions and covenants set out above for the Residential District.

(b) When used commercially all buildings and types of businesses must have written approval from the **COMMITTEE** before any construction or business activity is begun.

(3) **ASSESSMENT;** Applicable to all lots in the entire subdivision;

(a) An assessment is hereby made of **THREE DOLLARS (\$3.00)** per month per lot to each owner of only one lot and assessment of **TWO DOLLARS (\$2.00)** per month per lot for each lot in excess of one, payable annually on the first (1st) day of January beginning January 1, 1979 and ending December 31, 1984.

(b) The assessment is payable to the **ARCHITECTURAL CONTROL COMMITTEE** at its office in Henderson County, Texas or at such other address as may be fixed by the **COMMITTEE**. Such charges and assessments to be secured by an assessment lien upon said lots if not paid within sixty (60) days of the due date. The assessment charge for a lot purchased during the calendar year shall be prorated from the date of purchase to the end of that calendar year.

(c) The fund created by the assessment in charges shall be used to cover expenses incurred in the maintenance and operation of the propertys and facilities of the subdivision or for Community improvement thereon, including but not limited to the construction and reconstruction improvement and maintenance of road streets, swimming pool, parks, and other improvements and for the security systems patrol or guards at said subdivision and for such other uses as may be approved by the **COMMITTEE** or by the Board of Directors of the successor, **SUNRISE SHORES OWNERS ASSOCIATION**.

(d) From and after January 1, 1985, the assessment charges may be raised by a majority vote of the owners of lots in subdivision dully convened for that purpose.

(e) Such assessment charges shall extend for the life of these restrictions and covenants, shall be extended automatically at the same time the restrictions and covenants may be extended and shall terminate upon the termination or release of said restrictions and covenants as hereinabove provided.

In witness whereof **SUNRISE SHORES PROPERTY OWNERS, ASSOCIATION INC.** has caused these presents to be signed in its name by its President, and attested by its 2nd Vice President, the day 26 month of Aug 2008

SUNRISE SHORES PROPERTY OWNERS, ASSOCIATION INC.

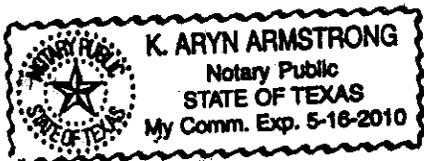
By: Karen Lynn Rhodes
President

Attest: Don Lee Rogers
2nd Vice President

THE STATE OF TEXAS

COUNTY OF HENDERSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State TEXAS Known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **SUNRISE SHORES PROPERTY OWNERS, ASSOCIATION INC. A CORPORATION**, and that the executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated. GIVIN UNDER MY HAND AND SEAL OF OFFICE this the 26 day 2008 year



[Signature]
Notary Public in and for Henderson County, Texas

I, Gwen Moffett, County Clerk in and for Henderson County, Texas, hereby Certify the above to be a true and correct copy as the same appears in my office in Vol. 20, Page 111
Record. Date of issuance Aug 26 2008
By Rose Feldt

FILED FOR RECORD

2008 AUG 26 AM 11:45

GWEN MOFFETT

