

GREEN RICH SHORES PROPERTY OWNERS ASSOCIATION  
DEED RESTRICTIONS

Green Rich Shores Property Owners Association Board of Directors shall have the duty to conduct the business of that certain tract of land which has heretofore been platted into that subdivision known as GREEN RICH SHORES, Section One, according to the plat of said subdivision reference and made a part hereof for all intents and purposes as of the same were copied verbatim herein.

For the purpose of enhancing and protecting the value, attractive and desirability of the lots or tracts constituting such subdivision, G.R.S.P.O.A. hereby declares that all the real property situated within the subdivision and each part thereof except the areas of real property designated thereon and therein as Reserve A through F shall be held, sold and conveyed only subject to the following reservation, easements, covenants, conditions, and restrictions, which shall constitute covenants, running with the land and shall be binding on all parties having any right, title or interest in any lot or tract constituting a part of said subdivision or any portion thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. Each contract, deed, deed of trust, or other instrument which may be hereafter executed with respect to any lot situated within the subdivision shall be deemed and held to have been executed, delivered and accepted subject to all the terms and provisions contained herein, regardless of whether or not any of such terms and provisions are set forth therein or referred to therein.

2. The streets and roads shown on said recorded plat are dedicated to the use of the public.

3. The utility easements shown on the recorded plat are dedicated to the use of the public subject to the following reservations.

(a) The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility authorized to operate and/or operating in Walker County, Texas as well as for the benefit of the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power lines, telephone lines, gas lines, water lines, storm sewers and any other utility or service which the Board of Directors with approval of residents or proper.

(b) The title conveyed to any property in the Subdivision shall not be held or construed to include the title to the water, gas electricity, telephone, storm sewer, poles, pipes, conduits or other appurtenances or facilities constructed by the G.R.S.P.O.A. public utility companies upon, under, along, across or through such public utility easements.

(c) The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality governmental agency, public service corporation or other party is hereby expressly reserved to G.R.S.P.O.A.

4. Each lot sold shall be subject to an annual maintenance charge of \$90.00, due and payable on July 1 of each year by the record owner of the lot on July 1 of such year. Said fund is to be collected and dispersed by G.R.S.P.O.A. Board of Directors for the purposes set out below. This fund shall be used for the purpose of building, maintaining and operating the parks, boat launching facilities, street lights, or doing any other things necessary or desirable to keep the property neat, clean, and in good order in the opinion of the G.R.S.P.O.A. Board of Directors. The annual maintenance fee shall remain \$90.00 until such time that the amount of annual maintenance charge may be changed in the manner prescribed in the Articles of Incorporation or By-Laws.

In order to secure the payment of the maintenance charge hereby levied, a Vendor's Lien shall be and is hereby reserved in the deed to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the G.R.S.P.O.A. Board of Directors. Said Lien shall be deemed subordinate to the lien or liens of any bank, insurance company, savings and loan institution or any other person which hereafter lends money for the purchase of any property within the subdivision, and/or for construction (including improvements) and/or permanent financing of improvements on any such property. Such maintenance charges which are not paid promptly when due, shall bear interest from and after the due date at the rate of ten (10%) percent per annum, and the G.R.S.P.O.A. shall be entitled to collect reasonable collection charges, including attorney's fees, with respect to any maintenance charge which is not paid promptly when due. Such interest, collection charges and attorney's fees shall be secured in like manner as the maintenance charge. The maintenance charge shall be deemed late and a vendor's lien may be secured on said lot if payment for maintenance charge is not received by September 1 of each year. Should a lot be sold in the interim (July 1 to Sept. 1) and a maintenance fee is owing, it shall be the responsibility of the new owner to pay the maintenance fee due.

5. In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions, or restrictions herein contained, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such provisions, including, but not limited to, a proceeding to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show injunction inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provision. Any person found to have violated or to have attempted to violate any of the provisions hereof in any proceeding at law or in equity shall be obligated to pay and hereby agrees to pay to the opposite party reasonable attorneys fees for the services of the opposite party's attorney in the action or proceeding, such fees to be fixed by the Court. It shall be lawful for the G.R.S.P.O.A. or any person or persons owning property in the subdivision to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any of such provisions. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.

6. No violation of the provisions herein contained, or any portion thereof, shall affect the liens created by any mortgage, deed of trust or other instrument presently of record or hereafter placed of record or otherwise affect the rights of any person holding under the same; and the liens created by any of such instruments may, nevertheless, be enforced in accordance with its terms; provided, however, that the provisions hereof shall be binding on any owner whose title is acquired by judicial or other foreclosure, by trustee's sale or by other means.

7. Each lot other than those designated as reserved shall be used as a residence for a single family and for no other purpose.

8. No building shall be erected, altered or permitted to remain on any lot within the subdivision other than one single-family residential dwelling, a private garage (or other covered car parking facility) and a storage building. The term "residential dwelling" includes conventional construction, modular construction, and mobile homes.

9. The living area of each single-family residential dwelling (exclusive of open or screened porches, terraces, driveways, garages {or other covered car parking facility} and outbuildings) shall not be less than 1,000 square feet, except in the case of mobile homes, which shall in no event be less than 700 square feet. The exterior materials of all residential dwellings, permitted to be constructed or erected upon a lot within the subdivision (except mobile homes) shall be of new material only and shall be wood, brick decorative aluminum or vinyl siding or a combination thereof. All roofs on such dwellings must be either composition, shingle, shake or built up (no metal roofs shall be allowed). All garages or carports must be constructed with the same type and color of exterior material as is on the dwelling. All dwellings must be enclosed to ground level with the same type and color exterior material as is on the dwelling. The exterior of the storage building shall be of the same type and color of material as the house.

10. No building shall be located on any lot nearer to the front street, side street, interior side lot lines and rear lot lines than the minimum building set-back lines shown on the aforesaid plat.

11. All driveways on lots shall be maintained in a neat, sanitary, healthful and attractive condition. Plans and specifications for new driveways to be constructed of rigid or flexible material shall be included with construction plans and specifications and be submitted to the G.R.S.P.O.A., as provided for herein.

12. All septic tanks, grease traps, field lines or single home waste disposal systems shall be installed in accordance with the current rules and regulations of the Texas Department of Health and the Trinity River Authority as they may apply to the Subdivision. No outside toilets shall be permitted or placed on any lot in the Subdivision.

13. No lot in the Subdivision shall be resubdivided in any fashion or manner.

14. No residential dwelling, building or other improvements of any character shall be created or placed, or the erection or placing thereof commenced, or changes made in the design thereof after original construction, on any property in the Subdivision until the construction plans and specifications and a plat showing the location of each building or other improvements shall have been first approved in writing by the G.R.S.P.O.A. If said construction plans and specifications and plat be not approved or disapproved by the G.R.S.P.O.A. with forty (40) days after the same have been submitted to it, the same shall be deemed to have been approved by the G.R.S.P.O.A.; provided however, such building or other improvements must be constructed in strict compliance with all other terms and provisions contained in this instrument.

15. Except as provided or allowed elsewhere herein, no structure of a temporary character or any motor home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot within the Subdivision at any time as a residence. As provided above, a mobile home must be

approved by the G.R.S.P.O.A. in accordance with paragraph 14 above, prior to permanent placement on a lot in the Subdivision. The placement or usage of a trailer or motor home on a lot for no more than two (2) full weeks (14 days) in any month shall not be considered to be permanent placement or use. No junk automobiles (those not in running condition) may be kept on any property in the Subdivision. The G.R.S.P.O.A. shall have the authority to have any structure of a temporary character, or junk automobiles removed from within the subdivision, at the owners expense. Any cost incurred by the G.R.S.P.O.A. will be reimbursed by the lot owner.

16. No rubbish, trash, garbage, manure, debris, or other waste materials shall be kept or permitted on any lot within the Subdivision except in sanitary containers located in appropriate areas concealed from public view.

17. No business of any kind shall be conducted on or from any lot within the Subdivision.

18. No noxious or offensive activity shall be carried on, in or around any lot within the Subdivision. No animals, livestock or any poultry of any kind shall be raised, bred or kept on any lot within the Subdivision; however, dogs, cats and any other household pets may be kept on lots within the Subdivision so long as they are not kept, bred or maintained for commercial purposes. Unless kept on a leash, pets shall be confined to the lot owners premises by an adequate fence.

19. No sign of any kind shall be displayed to public view on any lot within the Subdivision, except customary name and address signs and lawn signs of not more than three square feet in size advertising a property for sale or rent.

20. All lots in the Subdivision shall be kept at all times in a sanitary, healthful and attractive condition, and the owners or occupants of lots shall keep all weeds and grass on their respective lots cut and shall in no event use any lot within the Subdivision for storage of material or equipment except for normal residential requirements. Building material may be stored only after a building permit has been issued.

21. Each owner of a lot within the Subdivision shall, at his sole cost and expense, repair and maintain all buildings and other improvements of any character on his lot, keeping the same in a condition comparable to the condition of such buildings or other improvements at the time of their initial construction, excepting on normal wear and tear.

22. If all or any portion of a residential dwelling or other improvements be damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild repair or reconstruct the same in the manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners. Notwithstanding anything contained in this paragraph 23 to the contrary, the owner of the lot upon which a residential dwelling or other improvement has been so damaged or destroyed shall not be required to so rebuild, repair or reconstruct provided the residential dwelling or other improvements which has been so damaged or destroyed from the lot and provided, further, the lot remains in a sanitary, healthful and attractive condition.

23. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any lot within the Subdivision, nor shall any oil or gas wells, tanks, tunnels, mineral excavation or shafts be permitted upon any lot within the Subdivision. No derrick or other structure designed for use in boring for oil, or natural gas, shall be erected, maintained or permitted on any lot.

24. No firearms, B.B. guns, pellet guns or slingshots may be used or discharged in or on any part of Green Rich Shores Subdivision.

25. As used in this paragraph 25, the term "private lake" refers to each and all of the lakes known as Thomas Lake, Black Lake and White Lake, the three small lakes now located in or near the Subdivision.

(a) No trotlines, throwlines, nets, or fish traps shall be allowed in any private lake.

(b) No excavating, other than that which is necessary for building piers shall be permitted on or in a private lake.

(c) No structure, object, fence or shrubbery of a height more than three feet shall be placed or constructed within thirty feet of the natural shore line of any private lake.

(d) No leveling, excavation, construction, ground work, or other similar activity may be conducted in, on or near any private lake which in the opinion of the G.R.S.P.O.A. shall change the natural beauty of any private lake.

26. No automobile, boat, boat trailer, or other vehicle shall be parked on any street, boat ramp or park area for longer than 24 hours at any one time or for longer than 72 hours in any week.

27. Burning of trash on a lot will be in a pit or area outlined or bordered by a stone, brick, concrete, or other non-flammable fire break.

28. All covenants conditions and restrictions hereunder are for the benefit of the entire Subdivision and shall be binding upon the purchaser their successors, heirs and assigns. Invalidation of any one of the covenants, conditions or restrictions by a judgment of any court shall in no way affect or invalidate any of the other provisions hereof. These covenants, and restrictions are to run with the land and shall be binding for twenty years from the date these covenants are recorded in the records of the County Clerk of Walker County, Texas, at which time all such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of twenty (20) years or ten (10) years, the then owners of seventy-five (75%) percent of the lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid twenty (20) year period or any successive ten (10) year period thereafter.

29. As used herein, the word, "lot", means any plot of land as shown on the recorded Subdivision map referred to above with the exception of the streets and roads and reserved lots.

30. The pronouns used in this instrument are in the masculine gender but shall be construed as feminine or neuter as the occasion may require.

31. Any fee or cost levied against a lot owner by the G.R.S.P.O.A. and not paid, within 60 days may be secured by a Vendor's Lien on said lot.