



## **PINE ISLAND COVE LAND USE RESTRICTIONS (REVISED)**

**Triple Arrow Land & Cattle, Inc.**, ("Developer") a Texas corporation, acting by and through its President, George M. Crowson, Sr., and joined by other subscribing parties to this instrument, who are the current owners of Tracts in the Pine Island Cove Subdivision in Houston County, Texas, the plat of which is recorded in Volume 1A, Page 123, Map Records of Houston County, Texas, approve and adopt the following restrictions on the use of the Tracts within the Subdivision, which restrictions are covenants to run with the land and will be binding on all parties now or later owning or using the Tracts.

1. These restrictions revise, replace and supercede those Pine Island Cove Restrictions currently in effect and recorded under Clerk's Image No. 014984, Official Records of Houston County, Texas.
2. Tracts in the Subdivision will be known and described as single family residential Tracts and no Tract in the Subdivision will be used except for single family residential purposes.
3. All residences must be permanent construction. No mobile homes or manufactured housing may be used or place upon the Tracts for any purposes. Travel trailers or motor homes will be permitted as a residence on a temporary basis while construction is in progress, but for no longer than 12 months from commencement to completion.
4. No building will be located on any Tract nearer than fifteen feet (15') from the dedicated road and utility easement as shown on the recorded plat of this subdivision; nor nearer than thirty feet (30') from the waterfront; nor closer than five feet (5') to the property line of each side of the premises. If Buyer owns two or more contiguous Tracts, the five foot (5') building set back line shall not apply to common boundary lines between the Tracts. All Tracts are subject to the flood easement retained by the Houston County Water Control & Improvement District No. 1 for elevations between 262 and 267 feet above sea level.
5. No structure or improvement of any type will be erected, placed on, or maintained on any building area less than one full Tract as designated on the recorded plat of the Subdivision.
6. The restrictions, reservations, easements and covenants contained in this instrument are for the benefit of the entire Subdivision and may be enforced by any property owner in the Subdivision by recourse to any available in law or equity and may be similarly enforced by the Developer, by the use of any provision for enforcement contained in this instrument.

7. If any owner or occupant of any Tract in this Subdivision violates any of the restrictions or neglects to perform any of the obligations contained in this instrument which can be remedied by the Developer, that party may cause the violation to be remedied and the cost of the remedial action will be chargeable against the owner of the offending Tract and a lien against the Tract is expressly created to secure payment to the party making the expenditure, to bring the Tract into compliance with these restrictions, which indebtedness and lien securing may be enforced in any manner provided by law or equity. Any liens created as provided herein shall be subordinate and inferior to any purchase money or first mortgage lien.
8. No inoperable motor vehicle shall be or remain parked or in any way stored or situated on the Tract or on the roadway fronting the premises.
9. Septic systems shall be installed in accordance within all applicable Rules and Regulations.
10. No hunting is allowed in the Subdivision. No livestock other than household pets may be kept on any Tract in the subdivision. No pets may be bred or maintained for commercial purposes or for sale. Pets shall not be allowed to run free or unsupervised.
11. No obnoxious or offensive activity, including loud music, shall be carried on upon the premises, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
12. No Tract may be used or maintained as a dumping ground for rubbish or any other material. Trash, garbage, or other waste must be kept in sanitary containers. Grass shall be moved on a regular basis.
13. All Tracts in this subdivision are subject to a dedicated road and utility easement reserved unto Triple Arrow Land & Cattle, Inc., its heirs and assigns across the front of each tract, as shown on the recorded plat of this subdivision.
15. These restrictions may be amended by the formal consent and approval of Eighty Percent (80%) of the Tract owners, on the basis of one vote allowed for each Tract and any changes of these restrictions will be binding on all Tracts and Tract owners and will apply to any buildings or structures not started at the time of any amendment.
16. All restrictions, reservations, easements and covenants contained in this instrument are binding on the purchaser of any Tract in the Subdivision and his or her successors, heirs and assigns.
17. Invalidation of any of the restrictions reservations, easements or covenants contained in this instrument by judgment or court order will not affect any of its other provisions and all remaining provisions will remain in full force and effect.

# **Pine Island Cove Phase III Land Use Restrictions**

**Triple Arrow Land & Cattle, Inc.**, hereinafter called "**Developer**" a Texas corporation, acting by and through its President, **George M. Crowson, Sr.**, is the owner of **Pine Island Cove Subdivision, Phase III**, hereinafter called "**Subdivision**" in Houston County, Texas, the plat of which is recorded in Volume 1, Page 250 of the Map Records of Houston County, Texas. On the 14<sup>th</sup> day of June, 2005 the Developer adopted and approved the following restrictions on the use of the Tracts within the Subdivision, which restrictions are covenants to run with the land and will be binding on all parties now or in the future owning or using the above described Tracts.

1. Tracts in the Subdivision will be known and described as single family residential Tracts and no Tract in the Subdivision will be used for any purpose other than single family residential purposes.
2. All residences must be permanent construction. No mobile homes or manufactured housing may be used or placed upon the Tracts for any purpose. All residences shall be constructed on site with quality materials. Travel trailers or motor home will be permitted as a residence on a temporary basis while construction is in progress, but for no longer than 12 months from the commencement to completion. The minimum square footage for residential structures must be a least 1200 square feet, not including porches and patios. Window mounted air-condition units are not allowed on the main residence or outbuildings. Central AC must be used for all cooling systems.
3. No building will be located on any Tract nearer than fifteen feet (15') from the dedicated road and utility easement as shown on the recorded plat of this subdivision; nor nearer than thirty feet (30') from the waterfront; nor closer than five feet (5') to the property line of each side of the premises. If Buyer owns two or more contiguous Tracts, the five foot (5') building set back line shall not apply to common boundary lines between the Tracts. All Tracts are subject to the flood easement retained by the Houston County Water Control & Improvement District No. 1 for elevations between 262 and 267 feet above sea level.
4. No structure or improvement of any type will be erected, placed on, or maintained on any building area less than one full Tract as designated on the recorded plat of the Subdivision.

5. The restrictions, reservations, easements and covenants contained in this instrument are for the benefit of the entire Subdivision and may be enforced by any property owner in the Subdivision by recourse to any available in law or equity and may be similarly enforced by the Developer, by the use of any provision for enforcement contained in this instrument.
6. If any owner or occupant of any Tract in this Subdivision violates any of the restrictions or neglects to perform any of the obligations contained in this instrument which can be remedied by the Developer, that party may cause the violation to be remedied and the cost of the remedial action will be chargeable against the owner of the offending Tract and a lien against the Tract is expressly created to secure payment to the party making expenditure, to bring the Tract into compliance with these restrictions, which indebtedness and lien securing may be enforced in any manner provided by law or equity. Any liens created as provided herein shall be subordinate and inferior to any purchase money or first mortgage lien.
7. No inoperable motor vehicle shall be or remain parked or in any way stored or situated on the Tract or on the roadway fronting premises.
8. Septic systems shall be installed in accordance with all applicable Rules and Regulations.
9. No hunting is allowed in the Subdivision. No livestock other than household pets may be kept on any Tract in the Subdivision. No pets may be bred or maintained for commercial purposes or for sale. Pets shall not be allowed to run free or unsupervised.
10. No obnoxious or offensive activity, including loud music, shall be carried on upon the premises, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
11. No Tract may be used or maintained as a dumping ground for rubbish or any other material. Trash, garbage, or other waste must be kept in sanitary containers. Grass shall be mowed on a regular basis.
12. All Tracts in this Subdivision are subject to a dedicated road and utility easement reserved unto Triple Arrow Land & Cattle, Inc., its heirs and assigns across the front of each Tract, as shown on the recorded plat of this Subdivision.