

Nacogdoches County
Honorable Carol Wilson
County Clerk
Nacogdoches, Texas 75961



70 2010 0006803

Instrument Number: 2010-6803

Recorded On: June 15, 2010 As
Recording

Parties: BADDERS FAMILY LIMITED PARTNERSHIP
To PUBLIC

Billable Pages: 5
Number of Pages: 6

Comment: RESTRICTIVE COVENANTS

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recording	32.00
Total Recording:	32.00

***** DO NOT REMOVE. THIS PAGE IT IS PART OF THE INSTRUMENT *****

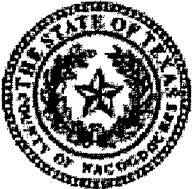
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2010-6803
Receipt Number: 78315
Recorded Date/Time: June 15, 2010 04:00:29P
Book-Vol/Pg: BK-OPR VL-3287 PG-243
User / Station: S Esquivel - Cash Station 02

Record and Return To:

ALVIN STANALAND CONSTRUCTION LLC
PO BOX 631403
NACOGDOCHES TX 75963



I hereby certify that this instrument was filed on the date
and time stamped heron and was duly recorded in the
Official Public Records in Nacogdoches County, Texas

Carol Wilson

Carol Wilson
Nacogdoches County Clerk

RESTRICTIVE COVENANTS
OF BLUE LAKE SUBDIVISION

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NACOGDOCHES

§

That BADDERS FAMILY LIMITED PARTNERSHIP ("Developer"), JEFF B. BADDERS, president, the owner of the following described land and premises, lying and being situated in the John Kirby Survey, A-36, Nacogdoches County, Texas, and being more particularly described as follows:

All those certain lots, tracts or parcels of land as shown on the plat of BLUE LAKE SUBDIVISION, of record in Volume 11, Page 13 of the Plat Records of Nacogdoches County, Texas (the "Subdivision")

In order to insure the present and future owners that said Subdivision will be improved as a desirable area, does hereby impress said property with the protective covenants herein set out, which said covenants shall run with the land and shall be binding upon all persons purchasing or acquiring lots in said Subdivision, from, by or through me.

PROTECTIVE COVENANTS

1. **Land Use and Building Type.** Each lot in the Subdivision shall be used exclusively for residential purposes, and no trade, business or profession of any description or kind shall be conducted upon any portion thereof. The following types of structures shall not be permitted for use as a dwelling of any lot: (a) a mobile home or trailer; (b) a preconstructed or older structure moved onto a lot; or (c) a log home.

2. **Dwelling Size.** No dwelling containing less than one thousand eight hundred (1,800) square feet of floor space shall be constructed or permitted on any lot in the Subdivision. The square footage of each residence shall be exclusive of porches, breeze ways, terraces, garages and other attached outbuildings.

It is expressly agreed and understood, however, that the Developer may at any time amend these restrictions so as to increase the square footage requirements on part or all of the lots then owned by the Developer, but such changes shall not affect lots previously conveyed by the Developer.

3. **Garages or Carports and Other Outbuildings.** All garages or carports constructed on any lot in the Subdivision shall be a part of the dwelling or attached thereto by breeze way; provided, however, that garages or carports may be detached with the written permission of the Architectural Control Committee. All garages or carports being permitted.

Outbuildings, other than garages or carports, shall not be located nearer than 100 feet of the paved edge of the street fronting the lots. Such outbuildings shall not exceed 2000 square feet under roof per building. No such outbuilding shall be located nearer than 40 feet from any interior or lateral lot line.

4. **Exterior Walls, Height of Residence.** Exposed exterior wall area of dwellings, exclusive of doors, windows and gable area shall be of high quality material, selected and designed to add to the architectural appearance of the dwelling as approved by the Architectural Control Committee. No residence may be constructed on any lot having a height greater than three stories.

5. **Building Location, Lot Subdivision.** No dwelling shall be located on any lot nearer than seventy-five feet (75') to the paved edge of the street. No dwelling shall be located nearer than twenty-five feet (25') from the interior or lateral lot line. Provided, however, that the Architectural Control Committee may permit a variance in the set-back restrictions on any lot in the Subdivision, when in the opinion of said Committee it would not affect the appearance of the Subdivision. No lot may be subdivided into more than one lot.

6. **Fences.** No fence shall be constructed or allowed to remain on any lot in the Subdivision in front of the minimum set-back line as herein above set forth, except a fence for decorative purposes as may be approved by the Architectural Control Committee, and no fences shall be erected in excess of six feet (6') in height except (a) to form a screen around a travel trailer, motor home, or boat, and (b) as may be approved by the Architectural Control Committee.

7. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. **Signs.** No signs of any character shall be allowed on any lot except one sign of not more than ten (10) square feet advertising the property for sale or rent; provided, however, that Developer and any other person or entity engaged in the construction and sale of dwellings within the Subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, sign, offices, storage areas, and model units.

9. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage of such materials shall be kept clean and in sanitary condition.

10. **Sewage Disposal.** Individual sewage disposal systems shall be septic systems installed at the owner's or builder's expense and shall be installed in accordance with approved state requirements.

11. **Animal, Livestock and Poultry Quarters.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the Subdivision, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Provided, however, that a horse or horses may be kept for recreational purposes only, and calves which are under breeding age may be kept for children's projects or pets, and provided, further, that any such horses or calves shall be confined no closer than the minimum front set back line for dwellings as herein above set forth; and provided, further, that the total number of horses and calves shall be limited to one (1) per acre or fraction thereof.

12. **(A) Architectural Control.** No building of any kind shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevation.

(B) Members. The Architectural Control Committee is composed of the Developer. The Developer may appoint two lot owners to serve with the Developer on the Architectural Control Committee. By the unanimous action of the Committee, it may designate a

representative to act for it, and in the event of death or resignation of any member of the Committee the remaining members shall have full authority to designate a successor, provided after all lots in the subdivision have been sold by the Developer, any successor shall be appointed by the Board of Directors of the Blue Lake Owner's Association, Inc. No member of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

(C) Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing, and approval shall require the unanimous consent of the Committee. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

13. Temporary Structure. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a dwelling, either temporarily or permanently.

14. Oil, Gas and Mineral Development. No drilling, development, refining, quarrying or mining operations shall be permitted by any lot owner upon any lot, nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot other than water wells, which must be located behind the minimum set-back line.

15. Transport Vehicles. Trucks and buses with tonnage in excess of one ton, shall not be permitted to park on the streets, driveways, or lots overnight and no vehicles of any size which normally transports inflammable or explosive cargo may be kept in the Subdivision at any time. No boat, motor home or travel trailer shall be parked or stored on any lot unless (a) it is completely screened from sign of the residences on all nearby lots, and (b) such screening is approved by the Architectural Control Committee.

16. Television Antennas, Satellite Disks. Television antennas may extend above the roof line of any residence. Satellite disks, or any other type of mechanical device for television reception, shall not be permitted unless same are located behind the residence on the lot in the Subdivision.

17. Lawn Upkeep. Each lot owner shall have the responsibility of keeping his property clean and free of trash or rubbish of any kind. All lawns will be mowed and kept free of any unsightly debris at all times. From the front of the lot line to the building line, the grass may not exceed the height of twelve (12) inches. In the event any owner shall fail to keep his property clean or maintain his lawn as aforesaid, then the Association, may upon fifteen (15) days' advance written notice to said lot owner, take such action as is necessary to place the lot in compliance with this provision. The lot owner shall be required to pay a reasonable fee for any work so performed or paid for by the Association. If such fees or charges are not paid within thirty (30) days from the date the owner receives written notice of the amount owed, then the unpaid amount shall bear interest at the rate of ten percent (10%) per annum until paid. Further, such sum shall be secured by a lien upon such lot, which lien shall be evidenced by an Affidavit Claiming Lien executed by any member of the Association's Board of Directors.

18. Owner's Association.

(A) **Creation.** The Developer will incorporate a nonprofit corporation named the Blue Lake Owner's Association, Inc. (the "Association"). Each lot owner will be a member of the Association. Association membership will be appurtenant to ownership of each lot and will automatically transfer with title to each lot.

(B) **Management.** The Association will be managed by a Board of Directors consisting of three board members elected annually by the lot owners.

(C) **Membership.** There shall be one vote for each lot, and in case of multiple owners of a lot, the owners of such lot shall designate one of them to vote. An owner of multiple lots shall have a number of votes equal to the number of lots owned. There shall be at least one meeting of the membership each year. At that meeting, the owners will elect a Board of Directors, vote on any other matter the Board chooses to place before the membership and discuss any matter of Association business that the Board of Directors or any owner wishes to bring before the entire membership.

(D) **Duties and Powers.** The Association will have the duty of maintaining, operating and managing (1) the entrance to the subdivision and all common facilities and improvements thereon. In addition to the foregoing, the Association acting through its Board of Directors shall have the following duties and powers:

(a) To adopt rules and regulations to implement these protective covenants and the Association's bylaws.

(b) To enforce these protective covenants, the bylaws, and the Association's rules and regulations.

(c) To elect officers of the Association and select members of the Architectural Control Committee when that power devolves to the Board of Directors.

(d) To delegate its powers to committees, officers, or employees.

(e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.

(f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each owner, including Developer.

(g) To establish and collect special assessments for capital improvements or other purposes.

(h) To file liens against lot owners because of non-payment of assessments duly levied and to foreclose on those liens.

(i) To receive complaints regarding violations of these protective covenants, the bylaws, or the rules and regulations.

(j) To hold hearings to determine whether to discipline owners who violate these protective covenants, the bylaws, or the rules and regulations.

(k) To give reasonable notice to all owners of all annual meetings of the membership and all discipline hearings.

(l) To hold regular meetings of the Board of Directors at least annually.

(m) To manage, maintain and operate in a state of high quality and in good repair the subdivision entrance, and to pay all costs and expenses in connection with such facilities.

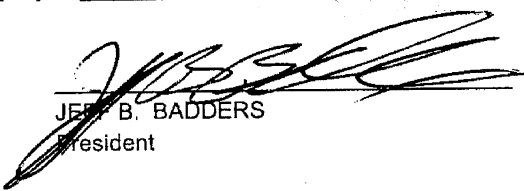
(E) Maintenance Assessments and Liens. The Board of Directors of the Association shall have authority to charge each lot owner a maintenance assessment annually or at such other intervals as the Board of Directors may approve. If such maintenance assessment is not paid by the owner within thirty days from the date the owner receives notice thereof from the Association, the unpaid amount shall bear interest at the rate of 10% per annum until paid. Further, such sum shall be secured by a lien upon each lot, which lien shall be evidenced by an affidavit claiming lien executed by the Board of Directors of the Association, and recorded in the Official Public Records of Nacogdoches County, Texas.

19. Term, Amendments. These covenants are to run with the land and shall be binding upon the undersigned and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded in the Deed Records of Nacogdoches County, Texas, agreeing to change said covenants may be amended at any time upon the written consent of the owners of two-thirds or more of the lots in the subdivision.

20. Enforcement. The undersigned, his heirs and assigns, and any owner shall have the right to enforce these covenants and restrictions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

21. Severability. Invalidation of any one of these covenants by judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

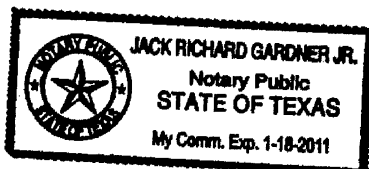
WITNESS MY HAND this 15 day of June, 2010.

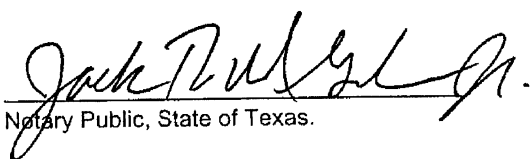

JEFF B. BADDERS
President

STATE OF TEXAS §

COUNTY OF NACOGDOCHES §

This instrument was acknowledged before me on this 15 day of June, 2010 by JEFF B. BADDERS.




Notary Public, State of Texas.