

Breakwater Point - Deed Restrictions

Revised 5/21/2024

The following Deed Restrictions, Covenants and Conditions (hereinafter the “**Restrictions**”) are made by TX Coastal Properties LLC, a Texas limited liability company (hereinafter the “**Developer**”) and apply to that certain tract of land known as the Breakwater Point Subdivision, Lots 1-10 (hereinafter each individually a “**Lot**” or “**Tract**”), situated in and a part of the Northwest One-Quarter (1/4) of Section 50 of the Theo F. Koch Subdivision, James Hughson Survey, A-23 (as more fully described in the county records, hereinafter the “**Property**” or “**Subdivision**”).

It is the desire of Developer to place these Restrictions upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to ensure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said Subdivision.

Developer hereby adopts and imposes the following Restrictions on said Subdivision:

1. Each Tract shall be used for residential purposes only and nothing shall be done which may be or become an annoyance or nuisance to the adjoining property or other Tract owners. No part of said Property or Tract shall be used for Commercial purposes.
2. No Tract of land will be allowed to be subdivided. Only one residential dwelling with a minimum of 1400 square feet of living area will be constructed on each Tract. Barns with living/guest quarters are acceptable. Building of any kind must be built more than 20 feet from property lines on all sides.
3. Under no circumstances will house trailer, mobile homes, modular homes or existing (relocated) homes be permitted to be allowed on the Property or any Tract at any time. No junk or abandoned vehicles will be allowed to accumulate on any Tract. Tents, RVs and other temporary camps will not be permitted.
4. Recreational Vehicles / Motorhomes / Motor coaches, Camper/Travel Trailers are allowed; provided they are not used for a residence and must be stored inside an enclosed barn.
5. No farm animals will be allowed except for temporary 4H and County Fair Projects and they must be in caged/fenced areas behind the residence and no closer than 50' from the property lines. Any animal that a majority of the Tract owners deem to create a health problem, safety problem or nuisance shall be removed.

6. All residences shall be completed within twelve (12) months following the date on which foundation forms are set.

7. All barns and outbuildings will be constructed in good workman like manner and will not be constructed closer than fifty feet (50') from the property line of the applicable Tract.

8. All water wells and septic systems shall be permitted by county code.

9. Vegetation should be kept up and mowed at regular intervals. No trash, burn piles, ashes, or other waste shall be left on any property including vacant Tracts.

If any Tract owner or their heirs or assigns violate or attempt to violate any of the Restrictions herein, it shall be lawful for the Developer or any other person or persons owning any property covered by these Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempt to violate such covenants, to prevent them from so doing and to recover damage or other dues from such violators. Without limiting the generality of the foregoing, in the event of any violation of these Restrictions the Developer may, to the extent permitted by law, charge a reasonable fine for violations or correct the problem and charge the Tract owner for the reasonable costs incurred in connection therewith.

Invalidation of any one of the covenants herein by judgments or other court order shall in no way affect any of the other provisions which shall remain in full force.

All Tract owners will be responsible for maintaining proper drainage and grass maintenance on the Tract. If land is built up, all drainage shall be directed according to drainage plans in place and away from other properties.

Until all lots are sold, Developer shall have sole and absolute discretion and may grant a variance to any provision contained in these Restrictions without limitation.

These Restrictions shall supersede any other document and shall remain in full force and effect indefinitely unless otherwise voted on and passed by majority vote of Tract owners. For the avoidance of doubt, each Tract in the Subdivision shall be entitled to one vote.