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SUBDIVISION RESTRICTIONS

**Lots 1-83, 174-179, 197-215, 235-866**

**Section D**

**Cherokee Shores Subdivision**

1. There shall be established an Architectural control committee composed of three (3) members appointed by the undersigned (and/or by designees of the undersigned, from time to time) to protect the owners of lots hereunder against such improper use of lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of their property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to secure and maintain proper setbacks from streets and adequate free spaces between structure; and, in general, to provide adequately for a high type of quality of improvements in said property; and thereby to enhance the value of investments made by purchasers of lots therein.

2. Subject to provisions of numbered paragraphs 8 and 9 hereof, all lots hereunder are restricted to use for single family residential purposes only. **Residential structures in the form of a Site Built Homes, or Modular, and Manufactured Homes no older than 10 years at the time of improvement to property,** and no building shall be erected or maintained thereon other than a private residence (having a minimum floor area of 800 square feet on all lots) a tool storage building (minimum floor area of 30 square feet and maximum floor area of 144 square feet), a private garage and a private boathouse for the sole use of the purchaser of such lot. There shall be permitted, on any lot hereunder, a private residential structure (minimum floor area of 100 square feet) *if used in conjunction with either a mobile home, travel trailer or motor home.* **Residing in RV's, Travel trailers or motor homes as a permanent dwelling is not permitted.** The minimum floor area requirements for residential structures stated hereinabove are exclusive of porches, stoops, open or closed carports, patios and garages, and such

minimum floor area requirements shall not apply to mobile homes, travel trailers, camper trailers and other camping facilities otherwise permitted by these Subdivision Restricts.

3. Subject to the provisions of numbered paragraphs 8 and 9 thereof, (i) no used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any lot; all construction must be of new material, (except stone, brick, or inside structural material, if such use is approved in writing by the Architectural Control Committee), and (ii) no tar paper type roof or siding materials will be used on any structure, and no sheet metal type of roof or siding materials will be used without written approval of the Architectural control Committee on any structure, and (iii) the exterior of any building (excluding roof, glass and masonry) must be painted or stained. All buildings and structures shall be completely underpinned and under skirted with no piers or pilings exposed to view **within 30 days of placement of building or structure.**

No natural drainage shall be altered, nor shall any drainage ditch, culvert nor drainage structure of any kind be installed nor altered, nor shall any curb nor other such impediment to the free flow of water be installed nor altered, without prior written consent of the undersigned or the Architectural Control Committee.

4. No building, fence, or other structure or improvements shall be erected, placed or altered on any lot until two copies of the construction plans and specifications (including specifications of all exterior and roofing materials, color of paint or stain, a plan showing the proposed location of the structure and such other matters as such Committee may reasonably request) have been submitted to and approved in writing by the Architectural Control Committee in all respects, including, but not limited to, harmony of external design with existing structures and location with respect to topography and finish grade elevation. If such construction, placement or alteration is not commenced within eight (8) months of such approval, the approval shall be null and void unless an extension is granted in writing. No building exceeding two (2) stories in height shall be erected or placed on any lot. **All properties with a dwelling, i.e.; Site Built Homes, Modular or Manufactured Homes, "must display address numbers, on either the dwelling, a mailbox, fence, or post in front of the home". The number should be at least four inches tall.**

5. Fences shall be permitted to extend to the side and back lot lines and to no less than five (5) feet of the front lot lines, but without impairment of the easements reserved and granted in these restrictions.

6. No building, mobile home, camper or structure other than a fence shall be located nearer to the side street line than five (5) feet or nearer to the side lot line or rear lot line than five (5) feet. "Side lot line", and "rear lot line", respectively, as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or

persons and used as a single building site, shall thereafter mean, respectively, each and/or either of the two outermost side lot lines and the rear lot line farthest from the front lot line considering said contiguous whole and/or fractional lots as one lot. No building, mobile home, camper or structure other than a fence shall be located nearer to the front lot line than 10 feet.

7. No animals, or birds, other than household pets, shall be kept on any lot. Dogs **shall be permitted if continuously contained by leash or within a fenced area, or "they remain on property at all times. In all cases, pets will be provided shelter from the elements and have access to food and water" – Henderson County/State Statute**

8. Subject to the remaining provisions of this paragraph, no outbuildings other than a private boathouse, garage, or storage building of size hereinbefore provided shall be erected on any lot, and no outbuilding, boathouse, garage or storage building erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot. Camping shall be permitted on all lots hereunder **for a period of no more than two weeks per occurrence with no less than 7 days of camping gear being removed between each occurrence unless authorized by the Architectural Committee**, and shall be limited to use of pickup campers, camping trailers, van conversion, fifth-wheel trailers, mini-motor homes, travel trailers, motor homes, tents (except tents may never be used on Lots 174 through 179, 197 through 215 in Section D), and other camping shelter, which shall be of good appearance and in good repair and subject to the approval of the Architectural Control Committee. School buses may never be used on any lot hereunder for residential or camping purposes. Tents, tent campers and similar types of temporary camping equipment cannot be left on a lot unattended for more than twenty-four (24) CONSECUTIVE HOURS. Mobile homes may be placed and used on all lots hereunder. Mobile homes must be approved in writing by the Architectural Control Committee and must be under skirted with material approved by the Architectural Control Committee. **Garage sales will be permitted on Fridays, Saturdays and Sundays, concluding by Sundown. ALL related items including tables and displays will be removed out of site from the road, including all signage you wish to preserve.** The purchaser of each lot shall keep same clean and free of weeds and debris such as will be in keeping with the other property hereunder and the community at any particular time. Upon failure to do this, the undersigned or its successors or assigns may have the lot cleaned and cost or expense thereof shall be payable by the lot purchaser to the undersigned or its successors or assigns. This cost and expense shall be secured by a lien on the lot so involved upon the undersigned, its successors or assigns recording with the County Clerk, Henderson County, Texas, and its certificate to such effect and certifying to the amount of such cost and expense.

9. Easements are reserved on all lots hereunder **for utility companies only, [Sec. 254.008 of the State of Texas Transportation Code, Title 6 Roadways], therefore are**

**to remain unencumbered except for culvert/driveway** along and within 10 feet of all street lines and along and within 5 feet of all other side lot lines and rear lot lines of all lots hereunder. Said easements established in the next preceding sentence are for the construction, operation and perpetual maintenance of conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi-public utilities, with right of ingress to and egress from across said premises to employees of said utilities. Easements are reserved along and within 10 feet of all lot lines for employees of said utilities to trim any trees or shrubbery which at any time may interfere or threaten to interfere with the operation or maintenance of such lines. To the extent neither said construction, operation nor maintenance of any of the times mentioned in the proceeding sentences of this paragraph has commenced along any respective lot, "side lot lines", as used in this paragraph, in respect to any two or more contiguous whole and/or fractional lots owned by (and/or under a contract to be conveyed by the undersigned to) the same person or persons and used as a single building site, shall thereafter mean each and/or either of the two outermost side lot lines considering said contiguous whole and/or fractional lots as one lot.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables or cross arms carried by such pole lines pass over some portion of said lots not within the easement as long as such liens do not binder the construction of buildings on any lots hereunder.

The undersigned and/or their designs may, on any lot and/or lots then owned by them, construct, install, maintain, use and allow to be used by others, parks, swimming pools, boat ramps, fishing piers, playgrounds, community center buildings, sales offices, water walls, sewage treatment facilities and related pumping, storage, operation and maintenance facilities, and the like, and numbered paragraphs 2, 3, 4, 5, 6, 7, 8 and 11 hereof shall not apply thereto.

10. No outside toilet or privy shall be erected or maintained on any lot hereunder. The materials installed in, and the means and method of assembly of, all sanitary plumbing shall conform with the requirements of the health department of the State of Texas and the local authorities having jurisdiction. No sewage nor effluent shall be disposed of upon, in, nor under any lot hereunder except into waste disposal tanks installed by the **assigned water utility company** or its successors or assigns, without the written consent of the undersigned. Not more than one dwelling may be served by a single water connection or sewer connection.

11. Any building, structure or improvement commenced upon any lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. No lot or portion of any lot shall be used as a dumping ground for rubbish or trash, nor for storage of times or materials (except during construction of a building), and all lots shall be kept clean and free of any boxes, rubbish, trash, inoperative cars, tall grass or weeds or other debris, and refrigerators and other large appliances shall not be placed outdoors. The undersigned shall have the right to enter the

property where a violation exists under this paragraph and remove the incomplete structure or other items at the expense of the offending party.

12. **Property owners who lease property and or structures must provide a copy of a current Lease Agreement with tenant, as well as notification to the POA office when that agreement is no longer valid.** Subject to the remaining provisions of this paragraph, as to each lot hereunder, an assessment is hereby made of (i) per month with respect to the total of lots, the owner of which owns one or two lots in Cherokee Shores Subdivision, (ii) per month with respect to the total of lots, the owner of which owns three lots in Cherokee Shores Subdivision, and (iii) per month with respect to the total of lots, the owner of which owns four or more lots in Cherokee Shores Subdivision; the word "owner", as used in this sentence, shall include also a purchaser of a lot in Cherokee Shores Subdivision. Such assessments may be used for the construction, reconstruction, improvement and maintenance of roads and streets, swimming pools, parks and other improvements in Cherokee Shores Subdivision, and for the purchase and rental of land other property and facilities for use by Cherokee Shores Owners Association, for security guards, and central garbage disposal containers at Cherokee Shores Subdivision, and for any other uses approved by the Board of Directors of Cherokee Shores Owners Association, it being understood that said swimming pools, parks and recreational areas are for the sole use and benefit of the members of said association, their families and authorized guest. Said assessment shall accrue from the earlier of the date of the agreement for deed from the undersigned as seller to a purchaser or of the conveyance by the undersigned as grantor. Such assessment shall be and is hereby secured by a lien on each lot hereunder, respectively, for **both annual dues and annual road fees**, and shall be payable to Cherokee Shores Owners Association (a Texas non-profit corporation), its successors and assigns, the owner of said assessment funds, on June 30 of each year commencing in **2020**, at which date in the year **2020** and in successive years said assessment lien shall conclusively be deemed to have attached, and there shall be no lien securing said assessment until June 30 of each such year. Said assessment lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lot, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. Commencing on the second Saturday in September, 1987 the undersigned shall not be eligible for membership in said Cherokee Shores Owners Association. Assessments against lots owned by the undersigned shall accrue, and liens securing same may attach, only during such times as a contract to purchase said lots in then in force; no assessment shall be made against the undersigned nor against then unsold lots owned by it at any time (whether or not such lots have been previously sold and the contract cancelled or otherwise terminated), and as to any lot then owned by the undersigned not covered by a contract with the undersigned then in force to sell or reserve for sale such lot, any then accrued but unpaid assessments under this paragraph against such lot shall thereupon be automatically cancelled. At any time and from time to time, Cherokee Shores Owners Association may elect, by majority vote of the entire Board of Directors of said Association plus a majority of votes cast at a meeting of the members of said Association duly convened, to increase such assessments, provided that prior written notice is mailed

to each member of said Association (at the most recent address shown for such member on the records of said Association) stating either the exact amount or the maximum amount of such increase to be voted on at such meeting.

13. No lot which is under a contract of sale then in force, with the undersigned being the seller thereunder, 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 written consent of the undersigned, its successors and assigns.

14. No water well shall be permitted on any lot hereunder except on such lots as may be hereafter specifically designated by the undersigned and/or by any other party hereafter authorized by the undersigned to so designate such excepted lots.

15. Subject to the provisions of the last sentence of this paragraph, if any person or entity, as defined hereinafter, whether or not lawfully in possession of any real property hereunder, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for Cherokee Shores Owners Association and/or any person or entity, as defined hereinafter, possessing rights with respect to any real property hereunder, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the next proceeding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any real property hereunder, but shall not be limited to, all owners and purchasers of any real property hereunder, as well as all heirs, devisees, assignees, legal representatives and other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any real property hereunder. Notwithstanding any other provisions hereof, the undersigned shall neither be liable nor be subject to any proceeding at law or in equity on account of any violation or attempted violation of any restriction or provision herein which occurs during such time as there is in force a contract to purchase the property where such violation or attempted violation takes place.

16. Garbage and trash collection service shall be provided or made available by Cherokee Shores Owners Association locating garbage containers in central locations throughout the subdivision.

17. Notwithstanding any provisions contained herein to the contrary, Paragraph 9 of these Subdivision Restrictions shall be the only paragraph herein applicable to lot 279 and said Lot is hereby excluded from, and shall not be subject to provisions of said Paragraph 9.

Neither the undersigned, nor the Architectural Control Committee, nor the members of said Committee, nor the directors nor officers of Cherokee Shores Owners Association, shall have any liability nor responsibility at law nor in equity on account of the enforcement of, nor on account of the failure to enforce, there restrictions.

18. Invalidation of any one or more of these covenants and restricts by judgment of any court shall in nowise affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect.

(The "undersigned" hereinabove referred to is the **Architectural Control Committee**)

Revised August, 2019