

112599

AMENDED RESTRICTIONS OF OLD SABINETOWN SUBDIVISION OF SABINE
COUNTY, TEXAS

**Original Restrictions filed in Vol. 107 on Page 548 of the Official Public Records on 11/12/97.*

The State of Texas
County of Sabine

WHEREAS, The Old Sabinetown Property Owners Association, acting on behalf of the owners of Old Sabinetown Subdivision, of Sabine County, Texas according to plat of which is filed with these Restrictions in the office of the County Clerk of Sabine County, Texas, to which plat and its record reference is hereby made for all purposes; WHEREAS, it is desirable and advisable for the benefit of the public in general and persons purchasing lots in said Subdivision to place restrictions and conditions thereon designating and describing the manner and for what purposes lots in said Subdivision may be used, and the type of size of structure erected in said Subdivision, which purposes are to be effectuated by these Restrictions:

NOW, THEREFORE, Old Sabinetown Property Owners Association, of Sabine County, Texas, Inc. hereby establishes the following reservations, conditions, and restrictions of the OLD SABINETOWN SUBDIVISION, to be covenants running with the land, and to inure to the use and benefit of itself, its successors and assigns and their heirs, successors and assigns, purchasing or owning land in said Subdivision:

LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot until the construction plans and drawings shall have been reviewed and approved by the Board of Directors of the Old Sabinetown Property Owners Association designated herein. No more than one habitable dwelling having a minimum one thousand (1,000) square feet of enclosed, heated, living area, shall be constructed on any lot, except that guest houses and other appropriate accessory buildings are permitted, subject to architectural control. The movement of mobile homes, old houses, modular, or temporary structures into the Subdivision is specifically excluded. Completion of the exterior of any building shall not exceed six (6) calendar months. Houses must be built on site from the ground up on a permanent foundation.

TEMPORARY STRUCTURES

No structure of a temporary character, tent, shack, or other outbuilding shall be used on any lot as a residence, except that a lot owner is permitted to camp on his lot for a period not to exceed fourteen days continuous occupancy. This privilege should be not abused by an owner closing up his camp and immediately occupy it again for another period of two weeks. This will constitute continuous occupancy for more than two weeks. An

owner may erect a garage or storage building with built-in living quarters and approved sanitation facilities to live in while they are building their permanent residence. However occupancy of such quarters cannot exceed the maximum of six months, which is allowed to complete the exterior of the house. This shall not exclude the erection of temporary quarters such as a camper or travel trailer not in continuous use during the construction of a permanent dwelling, provided such temporary structure is not permitted to remain more than six months in such use, and provided that the use of such structure is not in violation of sanitation and health regulations applicable thereto.

BUILDING LOCATION

No building or structure may be located on any lot nearer than forty-five (45) feet from the front line, or nearer to any side street line than thirty-five (35) feet therefrom. No building shall be located nearer than ten (10) feet to an interior lot line. Likewise, no building may be located nearer than fifteen (15) feet to the rear lot line, except on the lots having water frontage, upon which no portion of the structure shall be permitted to encroach upon or above the land owned by the Sabine River Authority, without the specific permission of the Sabine River Authority.

SUBDIVISION WATER SYSTEM

A central water supply and service line to each lot will be provided. Each and every dwelling in the recorded subdivision may be required to utilize the existing water system, which at this time is operated by G-M Water Supply Corporation. It shall be the purchaser's responsibility to install whatever lines are required to serve his dwelling from that point.

SEWAGE DISPOSAL SYSTEMS

No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal systems shall be of a type approved or recommended by the State and local Departments of Health, and shall be maintained by the grantee at all times in a proper sanitary condition and in accordance with all applicable rules, regulations and laws. AR plumbing and drains must be connected with watertight septic tanks of approved construction. No part of any septic tank or sewage disposal system shall be installed on any lot nearer than one hundred fifty (150) feet to the water well serving the subdivision water system. AR septic tanks and soil absorption fields located on lots having water frontage shall comply with the sewage and waste disposal provision of the Sabine River Authority of Texas Policy Manual. Adequate plans and drawings to fully describe the proposed installation of any sewage disposal system shall be submitted to the Board of Directors for approval, the same as plans for buildings to be located in the subdivision. The same methods of approval and acceptance shall apply. The owner at his own expense upon notification shall correct any unsanitary conditions created by the installation of any sewage disposal system by the Board of Directors. Failure to correct any such situation shall be grounds for the filing of a complaint with the County Health Officer and/or the Sabine River Authority.

EASEMENTS

Easements for installation and maintenance of any and all utilities and drainage facilities are reserved as shown on the recorded plan, and for a distance of ten (10) feet from the front and rear of each and every lot, and for a distance of five (5) feet inside each and every side lot line and over the entire area of all commonly owned or dedicated streets and parkways.

STREETS

Developer has hereby dedicated, subject to the reservations contained herein, to the purchasers and owners of lots in said Subdivision, all of the streets shown thereon forever. Said streets are dedicated as such for the exclusive use and benefit of the purchasers of lots in this subdivision and said streets are not hereby dedicated to public use. Streets are accessible to service vehicles including mail, fire trucks, emergency vehicles, delivery vehicles, school buses, etc. No off-road vehicles, go-carts, motorbikes, motorcycles are permitted to utilize the streets within the subdivision with the following exception. Residents may ride motorbikes or motorcycles which are licensed for the highway but only to enter or exit the subdivision.

DEDICATION OF PARKWAYS

Each and all of the areas designated on said plat of OLD SABINTOWN SUBDIVISION as "Parkway" is hereby and herewith dedicated as park areas for the use and benefit of all persons and entities owning a lot or an interest in any lot in such Subdivision. Ownership of parkways, streets and all common areas within OLD SABINETOWN SUBDIVISION may hereafter be conveyed to the Old Sabinetown Property Owners Association as herein designated. *Parkways are to be used by the owners for access to other areas of the subdivision, recreation, etc. The parkways are not to be used as disposal areas for garbage, tree limbs, stumps or other refuse from the lots within the subdivision. Neither are the parkways to be used as areas in which lot owners are to burn subject garbage and trash from their own lots.*

** Amendment filed in Sabine County Clerk's Office, Vol 0187, Page 436 on 2/28/03*

FIREARMS

Firearms shall not be used or displayed in any irresponsible or dangerous manner, nor shall firearms be discharged within the subdivision, except for predators and/or pests. No target or random shooting anywhere in the subdivision is permitted.

ANIMALS, LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Dogs and other pets are not to be allowed to run free with the following exception. Cats may be allowed to roam, but the owner must be responsible and not allow the cat to become a nuisance to other residents. Any animal taken for a walk within the subdivision must be on a leash and under the control of the owner. Residents should not feed wild animals because of the danger of introductions of transmittable diseases.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Each lot owner shall be responsible for disposing of all his trash, garbage and rubbish in a sanitary manner and in a location provided for that purpose by a local governmental authority.

OIL AND MINING OPERATION

No drilling, oil developing operation, oil refining, quarrying or mining operating of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil, or natural gas shall be erected, maintained or permitted upon any lot.

SIGNS

No "For Sale" signs or signs of any kind shall be displayed to the public view on any lot except under the following conditions. A small, decorative sign whereby a lot owner may display his name as the owner of the property may be displayed. A single, printed sign measuring no more than 30 inches by 24 inches may be posted in any lot with a permanent residence to advertise its availability on the market. The sign must display no hand lettering. The sign should be posted properly and maintained in an attractive manner throughout its presence. For sale signs may not be posted on vacant lots. No "For Rent" signs may be posted within the subdivision. It is the responsibility of the owner to provide realtors and prospective buyers with a copy of the by-laws and Restrictions.

NUISANCES

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

ANNUAL FEES

Effective January 1, 2008, the annual maintenance fee for each lot is established at seventy-five dollars (\$75.00) per year, payable upon billing by the Secretary-Treasurer. This fee shall remain at this level unless altered by the vote of the Board of Directors subject to final approval by the members of the Old Sabinetown Homeowners Association.

**Amendment filed in Sabine County Clerk's Office in Vol 0258, Page 593 on 6/15/07*

Funds arising from said charge shall be applied, so far as sufficient, toward the payment of maintenance expenses incurred for any or all of the following purposes: lighting, improving and maintaining the streets, sidewalks, paths, parkways, and repairing or replacing the boat launching facility. Other approved expenses are: office supplies, postage, signs, collecting and disposing of garbage, ashes, rubbish and the like that is deposited in the streets, parkways, or other community-owned locations, providing fire protection, and doing any other things necessary or desirable in the opinion of said committee to keep the community-owned property neat and in good order, or which it considers of general benefit to the owners or occupants of the subdivision. It is understood that the judgment of said committee in the expenditure of said fund shall be final so long as such judgment is exercised in good faith.

BOAT DOCK USAGE

The boat dock is for the exclusive use of members of the Old Sabinetown Property Owners Association and their invitee guests. Guests are individuals who are visiting the member of camping with them on their lot. It is not intended as a facility to merely invite non-members to use as a convenience.

RESALE OF PROPERTY

In accordance and compliance with **Texas Property Code, Title 11; Restrictive Covenants, Chapter 207, Disclosure of Information by Property Owners Association**, Owners of any lot or home on a lot in Old Sabinetown are required to make known to a prospective buyer or a buyer that they are subject to Mandatory Membership in a Property Owners Association. The Owner Seller must submit a written request to the POA, either personally, through their Representative (REALTOR), Attorney or Title Insurance company to the Secretary of the POA immediately upon entering a sales contract. The request must state the person to whom and the place where the information will be delivered. The POA will provide a copy of restrictions, copy of bylaws and rules and a resale certificate (Texas Real Estate Commission TREC form 37-3). A Resale Certificate transfer fee of \$25.00 shall be charged to cover cost of copies and postage.

TERM

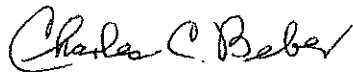
These covenants and restrictions shall run with the land, and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from date these covenants are recorded with the County Clerk of Sabine County, Texas, after which time such covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument approved by the majority of the ten owners of the lots has been recorded, agreeing to change such covenants in whole or in part or to revoke them.

ENFORCEMENT

Enforcement of these covenants and restrictions may be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain such violation or proposed violation or to recover damages. Such enforcement may be by the Board of Directors or by the majority membership of the Old Sabinetown Property Owners Association.

Acknowledgement in behalf of Board of Directors of Old Sabinetown Property Owners Association:

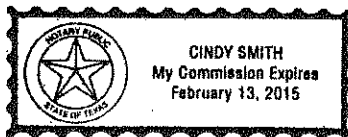
Amended Restrictions effective 10-22-2011.



Charles C. Beber, President of OSPOA
(Old Sabinetown Property Owners Association)



Linda P. Beber, Secretary



THE STATE OF TEXAS

County of Sabine

Before me, Cindy Smith, a

Notary Public

in and for said County and State,

on this day personally appeared Charles C. Beber, President + Linda P. Beber,
Secretary of Old Sabinetown Property Owners Association

known to me to be the person s whose name s are subscribed

to the foregoing certificate, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 6th day of December, A.D. 20 11

Cindy Smith
Notary Public, State of Texas

My Commission Expires 2-13-15

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT: AMENDED RESTRICTIONS OF OLD SABINE TOWN SUBDIVISION
OF SABINE COUNTY, TEXAS

Amended Restrictions effective 10-22-2011

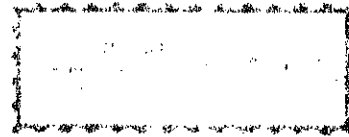
Number of Pages: 7

Signer(s) Other Than Named Above:

Linda P. Beber, Secretary
Charles C. Beber / Pres.

100-5600-104

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112599

FILED FOR RECORD
AT 11:20 O'CLOCK A. M

DEC 06 2011

Janice McDaniel
Clerk, County Court, Sabine County
By *Janice McDaniel* DEPUTY

THE STATE OF TEXAS
COUNTY OF SABINE
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED & TIMED
STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE VOLUME
AND PAGE OF THE NAMED RECORDS OF SABINE COUNTY TEXAS AS
STAMPED HEREON BY ME.



RECORDED 12-6-11
VOL. 352 PAGE 666

OFFICIAL PUBLIC RECORDS
JANICE McDANIEL COUNTY CLERK
SABINE COUNTY, TEXAS
By *Janice McDaniel* DEPUTY

*Pd. 40.00
Ret. Linda Baker
110 Stagecoach
Hempstead 75948*

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