

# Restrictions and Covenants

## Cape Malibu Subdivision

### Draft # 9

#### DEFINITIONS

**1. ARCHITECTURAL CONTROL COMMITTEE (ACC)**

Is formed to review architectural plans with regard to compliance with the Restrictions and Covenants. This committee is established under the BYLAWS of the ASSOCIATION.

**2. ASSOCIATION**

Refers to the Cape Malibu Property Owners Association, Inc., a non-profit Texas Corporation and its successors and/or assigns.

**3. BOARD**

Shall mean and refer to the Board of Directors duly elected under the BYLAWS of the ASSOCIATION.

**4. BYLAWS**

Shall refer to the rules adopted by the ASSOCIATION to govern its activities and regulate its affairs.

**5. CHICKEN COOP**

Shall mean or refer to a structure designed to house domesticated chickens for non-commercial purposes, including nesting boxes, perches, and an enclosed run.

**6. COMPOSITE SITE**

Consists of one or more adjoining LOTS (or portions thereof) combined into a single site which is treated as one LOT.

**7. EFFECTIVE DATE**

Is the next day after properly amended Restrictions and Covenants have been recorded in the Deed Records of Montgomery County, Texas.

**8. FAMILY UNIT**

Consists of owners of record living together in a single residence on a single LOT and/or COMPOSITE SITE. This unit will be eligible for a single vote.

**9. LAKE VIEW**

Shall mean or refer to only water front LOTS (directly adjacent to the lake) and water view LOTS (directly across the street from water front property.)

**10. LIEN(S)**

Shall mean or refer to the right to take and hold or sell the property of a debtor as security or payment for a debt.

**11. LOT(S)**

Shall mean or refer to any lot shown on the SUBDIVISION plat that is restricted hereby for single family residential dwellings only.

**12. MEMBER(S)**

Refers to all parties who are OWNERS of a LOT, portion of a LOT, or multiple LOTS, **whether adjacent or not**, in the SUBDIVISION and who enjoy the full rights and privileges, including the right to a single vote, afforded by membership in the ASSOCIATION. Not more than a single vote is allowed for shared ownership of a LOT.

**13. NEW BUILD**

Shall mean or refer to the building of a new home or new construction on an unoccupied LOT or an abandoned slab. NEW BUILD also refers to any new construction on an occupied LOT, such as a new fence, new storage building, new greenhouse, new CHICKEN COOP, etc.

**14. NUISANCE**

Shall mean or refer to any use of one's property that causes danger or annoyance to others or that interferes with others using or enjoying their own property. There shall be a QUIET TIME with noise restriction between the hours of 10:00 PM and 7:00 AM, with possible holiday exceptions.

**15. OWNER(S)**

Shall mean or refer to the record owner whether one or more persons or entities, who are entitled to unrestricted powers to dispose of the LOT (fee simple) which is part of the SUBDIVISION, but excluding those parties having such interest merely as security for the performance of an obligation.

**16. ELIGIBLE OWNER**

Refers to the OWNER or OWNERS of a single LOT or multiple LOTS in the SUBDIVISION who is a MEMBER, having paid all assessments and fees no later than the time of the vote and enjoying the full rights and privileges of the ASSOCIATION. Only an ELIGIBLE OWNER has the right to a single vote in any election defined by the Restrictions and Covenants.

**17. REBUILD**

Shall mean or refer to the rebuilding of a structure after a complete tear down to the slab with no deviation to the original foot print.

**18. REMODEL**

Shall mean or refer to a modification to the exterior of an existing home that does not change the footprint of the home.

**19. REPAIR**

Shall mean or refer to the exterior replacement in kind (same color and materials)

**20. SAN JACINTO RIVER AUTHORITY (SJRA)**

Refers to a government agency, created by the Texas Legislature in 1937, whose mission is to develop, conserve, and protect the water resources of the San Jacinto River basin.

**21. STRUCTURE**

Shall mean or refer to something constructed, such as a building or part of a building.

**22. SUBDIVISION**

Refers to the properties (excepting designated reserved areas and Block 10) of the Cape Malibu Subdivision as per map or plat filed for record in Volume 7, page 285, Map Records of *Montgomery County, Texas*.

## **GENERAL PROVISIONS**

If any conflict occurs between this document and the Bylaws of the ASSOCIATION, the Restrictions and Covenants shall take precedent.

**1. TERM**

These renewed, extended, and amended Restrictions and Covenants, subject to amendment pursuant to Article Two (2) below, are to run with the land, and shall be binding upon all OWNERS of lands affected, their respective heirs, executors, administrators, successors, and assigns, and any part of same, for a period of fifteen (15) years from the date hereof, at which time said covenants shall be extended automatically for successive periods of ten (10) years.

**2. AMENDMENT TO TERM**

These renewed, extended, and amended Restrictions and Covenants may at any time during the term hereof, or any extension, be amended in whole or in part by the majority vote of the ELIGIBLE OWNERS in the SUBDIVISION, subject to these Restrictions, by executing and acknowledging an appropriate agreement or agreements, in writing for such purpose and filing the same for record in the Office of the County Clerk of Montgomery County, Texas. The agreement(s) so executed for this purpose shall be acknowledged by the person executing the same in the same manner as is required for the execution of Deeds entitled to be recorded in the County Clerk's Office. The amended Restrictions and Covenants become active on the EFFECTIVE DATE.

### **3. SEVERABILITY**

The failure promptly to enforce any of these renewed, extended, and amended Restrictions and Covenants shall not bar their enforcement. The invalidation of any one or more of these renewed, extended, and amended Restrictions and Covenants by any Court of competent jurisdiction in no way shall affect any of the other renewed, extended, and amended Restrictions and Covenants, but they shall remain in full force and effect.

### **4. ENFORCEMENT**

For a violation or a breach of any of these renewed, extended, and amended Restrictions and Covenants, by any person, or by virtue of any judicial proceeding, the ASSOCIATION on behalf of the OWNERS, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. **Fee schedule is filed with Montgomery County or may be obtained by contacting the CMPOA secretary.**

### **5. LIENS**

Liens upon any LOT, building site, or tract of land in this SUBDIVISION given to secure payment of notes for purchase money advanced, or for improvements made or to be made, or for the extension or renewal of such indebtedness or notes, or any part thereof, shall not be invalidated or affected in any way by any violation of these covenants on the part of any person or party acquiring any such LOT, building site, or tract of land; such LIENS shall remain in full force and priority in the case of any court judgment against such owner of such LOT, building site, or tract of land; said premises shall remain subject to such LIENS; and no release of any restrictive covenants, or any part thereof shall be construed as against the original purchaser, his heirs, executors, administrators, assigns, or successors, as the case may be; and sale under a foreclosure of such LIENS as herein above recited shall pass title to such premises subject to the restrictive covenants then in effect.

### **6. ARCHITECTURAL CONTROL COMMITTEE/ACC**

The purpose of the ARCHITECTURAL CONTROL COMMITTEE'S (ACC) approval process is to ensure that the colors, finishes, and materials of residences and any other structures on residential LOTS will harmonize with and enhance the general character of the residential neighborhood and surrounding properties. No building or other improvements shall be erected, placed, or altered on any LOT until the construction plans, specifications, and a plan showing the location of the structure and complete plan of septic system showing relation to LOT lines and water lines have been approved by the ACC as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

6a. The ACC reserves the right, and is given that right herein, to make the decision as to whether the materials and quality of workmanship are in harmony of external design with existing structures is met.

6b. The ACC reserves the right and is herein given the right and discretion to establish other requirements deemed appropriate for this SUBDIVISION. These decisions, that have been approved by the BOARD, are generally communicated to the OWNERS through letters, emails, text messages, and other means.

6c. The ACC will be established under control of the ASSOCIATION with no member of the ACC being a member of the BOARD and no member of the same household shall be on the BOARD or the ACC. Neither the members of the ACC, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

6d. The ACCs approval or disapproval, as required in these covenants, shall be in writing. In the event the ACC or its designated representative fail to approve or disapprove within thirty (30) days after the plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with.

## **7. EASEMENTS**

It is understood and agreed that the easements granted herein are reserved as permanent easements for the purpose set forth in said paragraphs and are not subject to the time limits

## **8. LANDS END**

Ownership of LANDS END (Lands End Park of the deed) was deeded to the ASSOCIATION for the exclusive use and enjoyment of OWNERS and their guests. To ensure that these facilities will remain available to the property owners, the BOARD is specifically required to obtain a affirmative vote of a majority of the ELIGIBLE OWNERS before altering the ownership or control of LANDS END.

# **RESTRICTIONS**

Some structures; homes, garages, fences, storage buildings, driveways, etc., had been built prior to these Restrictions and Covenants and have therefore been grandfathered. Grandfathered items can only be replaced with the approval of the ACC and BOARD.

## **1. LAND USE**

No LOT, building site, or tract shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any LOT other than one detached single dwelling house, a private two (2) car garage or carport for family vehicle storage, storage facilities, and bathing toilet, dressing rooms for private pools or garage apartments for use by family members. Renting or leasing of garage apartments is specifically not allowed. No business of any type, kind, or character, subject to Article Two (2), Trade or Business Use

below, shall be done or carried out upon said residential area. All parts of said SUBDIVISION are hereby designated as residential areas, except as hereinafter explicitly excluded.

The minimum requirements for building use are one (1) detached single dwelling house, not to exceed 2 and one half (2 ½) stories in height, for a total height of twenty-seven (27) vertical feet above original grade level, a private two (2) car garage or carport, a hard surface driveway, and an approved sanitary sewer.

1a. No trade or business activity shall be permitted upon any LOT in the SUBDIVISION. This provision shall not be deemed to prohibit the use by residents of a room(s) in their homes for offices used in connection with their professional businesses or post-retirement business, both passive and active, as long as the activities conducted out of such offices do not detract from the residential character of the SUBDIVISION. The phrase "Detract from the residential character of the SUBDIVISION" shall, when used herein, mean having a nature such that a reasonable person would, after observing the property, ascertain that a business or commercial activity is being conducted on the property. Such prohibited activities may include, but not be limited to the following:

1a 1. Placement of business signs on the premises

1a 2. Permanent or semi-permanent parking of obvious commercial vehicles or equipment on or adjacent to the premises.

*(the following paragraph was an amendment to the original R&C document and has been placed in the appropriate spot.)*

1b. Renting or leasing of LOTS on a daily, weekly, monthly, or other temporary basis is strictly prohibited. OWNERS may only rent or lease their property to parties who will occupy the property as their primary residence. All leases and rental agreements shall be for periods not less than twelve (12) months and renewable in not less than twelve (12) month increments. All leases and rental agreements shall clearly prohibit all forms of subleasing and shall firmly and clearly bind the tenants to abide by these Restrictions and Covenants, the Bylaws, and the Rules and Regulations of the ASSOCIATION. OWNERS must notify the ASSOCIATION when their properties are leased or rented, to include providing the name of the tenant, a copy of the lease or rental agreement, and current mailing address of the OWNER.

## **2. Easements**

Easements as shown and called for on the official plat of said SUBDIVISION have been dedicated for the installation, operation, and maintenance therein of this SUBDIVISION. Ground easements are drawn and marked on the official plat. Any facilities such as storm sewers, drainage ditches, water mains, centralized sanitary sewers, gas mains, electric power lines, and telephone lines will be installed upon street rights-of-way and easements as dedicated on the official plat. Title to all utility systems and to all parts thereof shall remain vested in the person, firm, corporation, or political unit having due and legal authority to

install, own and operate such system, and no right of ownership therein, or of any part thereof, shall pass to any OWNER of real property in this SUBDIVISION by virtue of such ownership. The owners of utility systems shall have the right of ingress and egress for purposes of installation, operation, and maintenance, and, for like purposes, shall have prior rights in the use of land under easement as against the OWNER of such land. At all times those areas of street rights-of-way between pavement and property lines shall be maintained free from encumbrances by personal or private property.

### **3. Nuisance**

No NUISANCE shall be maintained nor any noxious or offensive activity carried out on any LOT, building site, or tract of land in this SUBDIVISION: nor shall anything be done thereon which may or might become a NUISANCE to the neighborhood. **There shall be a Quiet Time between the hours of 10:00 PM and 7:00 AM, with the possible exception of holidays.**

### **4. Garbage and Trash Disposal**

**Trash cans and other trash for collection may only be placed out for collection the night before or the day of collection.** Garbage, trash, or other refuse accumulated in this SUBDIVISION shall not be permitted to be dumped at any place upon adjoining land where a NUISANCE to any residence of this SUBDIVISION is or may be created. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Burning of household garbage is not allowed. Buring of tree leaves and limbs on easements are not allowed. **Responsible burning of yard waste (tree limbs, leaves, pine needles, etc.) on your own property is allowed, unless there is a county burn ban in effect.**

### **5. Deliveries**

No vehicles over 30 feet, except for OWNERS recreational vehicles, are allowed on Cape Malibu roads. Please inform anyone who will be delivering items to your home of this.

### **6. On the Street Parking**

The streets in Cape Malibu are narrow and do not allow for parking on the street surface. Temporary parking is allowed on the street right-of-way, but storage of vehicles is not allowed. When an OWNER holds a meeting, gathering, or party which would result in parking of multiple vehicles, it is expected that the OWNER would adhere to the following guidelines:

6a. instruct the guests not to park on both sides of the street because it impedes normal traffic flow.

6b. visitors should be asked to be considerate of neighbors and seek permission before parking on neighbors property. Overflow parking for large groups can be accommodated at LANDS END, **with approval of the BOARD.**

6c. Parking is PROHIBITED in the following areas:

- 6c 1. The drainage ditch side of the road
- 6c 2. Areas posted with “No Parking” signs authorized by the BOARD
- 6c 3. Locations where CMPOA has authorized barriers to protect the drainage system and roadway
- 6c 4. Or any area that is an inlet to a drainage spillway or ditch that directs water to a catch basin or culvert

**7. Storage of Vehicles (Cars, Trucks, Vans)** *(The following 2 paragraphs, 7 and 8, have been combined from BYB and original R&C)*

No commercial vehicles, construction or like equipment, commercial trailers, inoperable vehicles of any kind, or other similar items shall be parked or stored permanently or semi-permanently on any SUBDIVISION street, right-of-way, easement, LOT, or on or beside driveways. For purposes of this paragraph, “commercial vehicles” shall not include standard size automobiles, trucks, or vans of **two (2) tons** or less, even though they may have some commercial insignia placed on them, unless the insignia is of a character deemed to be a NUISANCE by the ACC. Further, for purposes of this paragraph, “inoperable vehicles” shall be those vehicles that are not legal for highway use, including but not limited to, those without current inspection stickers or current license plates. **Commercial vehicles parked on streets or lots are subject to towing at owner’s expense.**

**8. Storage of Other Recreational or Utility Vehicles**

Additionally, no boat, recreational vehicle, bus, camper, pick-up camper, travel trailer, boat trailer, utility trailer, or variation of any of these items shall be stored permanently or semi-permanently on any LOT or portion thereof unless the method of storage is compatible with ALL of the following:

8a. the front of such stored items is no closer to the street (facing street of the residence) than the front side of the existing residence, porches and overhangs not included, and the side of such stored vehicle is no closer to the side property line than the normal set back as required herein for placement or location of structures.

8b. for corner LOTS, stored items can be placed on the side that adjoins another LOT as long as they meet the above or preceding conditions.

8c. all recreational or utility vehicles stored must be licensed, if required, and in good working condition

**8d. there will be a maximum of 2 stored recreational or utility vehicles on any LOT or COMPOSITE LOT**

The temporary storage of any of these recreational or utility vehicles for activities such as visitors of the LOT owners repair of vehicles, preparation for trips, or other short-term



activities is acceptable under these Restrictions. For example; if visitors arrive in a recreational vehicle for a stay of one (1) week, it is reasonable and acceptable. For anything longer, a request should be made to the BOARD. Provisioning, cleaning, and repair of recreational vehicles for periods up to three (3) days is reasonable and acceptable. Other temporary storage requirements should be referred to the BOARD for action.

## **9. Display of Flags and Signs**

A single, free-standing flagpole may be installed on an individual OWNERS LOT with ACC approval and subject to the following guidelines:

9a. Only “permitted flags” may be displayed; the flag of the United States of America, the state flag of Texas, the flag of any branch of the United States armed forces. The maximum height of the flagpole will be twenty (20) feet.

9b. Permitted flags may be no larger than 3’ x 5’ in size. The flagpole should be centrally located but not within twenty (20) feet of any structure, utility easement, property line, or right-of-way.

## **10. Pets, Poultry, and Livestock**

No animals of any kind, livestock, or poultry shall be raised, bred, or kept on any LOT except that dogs, cats, chicken/hens, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. A maximum of 6 chicken/hens may be kept as pets or for egg production. Chickens/hens must be in a CHICKENCOOP/run at all times. No “free range” chickens. No roosters may be kept. Drawings, location on LOT, plans and specifications for CHICKENCOOPS, including pre-constructed CHICKENCOOPS, are to be submitted to the ACC for approval. CHICKENCOOPS are to be no larger than seventy (70) square feet, including the outdoor run, with a maximum height of ten (10) feet. They shall be no closer than ten (10) feet from any property line or building and shall be built only in the back yard of any home. CHICKENCOOPS are to be enclosed on all five (5) sides, in other words “covered,” to ensure chickens are not allowed to run free through the SUBDIVISION. The coops must be kept in a sanitary condition to ensure they do not present a health hazard or attract pests; flies, rats, mice, snakes, etc. All pets must be kept confined or on a leash at all times. Pet waste must be disposed of in a sanitary manner in the owner’s own trash bin. Non-compliance will be subject to fines and/or removal of the animal(s) by authorities. All 4-H livestock projects must be pre-approved by the ACC.

## **11. Mineral Development**

No oil well drilling, oil development operation, or oil refining of any kind shall be permitted upon or on any LOT, nor shall oil wells, tanks, or mineral excavation be permitted on any LOT. No derrick or other structures designed for use in drilling for oil or natural gas shall be erected maintained or permitted upon any of said LOTS; provided however, that this

provision shall not prevent the leasing of the land above described or any portion thereof for oil, gas, and mineral purposes and the development of same, it being contemplated that said premises or portions thereof may be developed from adjacent lands by directional drilling operations.

#### **12. Sight Distance at Intersections**

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner LOT within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any LOT within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

#### **13. Streets or Passageways**

No street or passageway shall be erected on, over, or through any LOT or block (except driveways to a house, garage, or carport located on such LOT or block) except as shown on the map or plat of the SUBDIVISION.

#### **14. Trees (Removed "Cutting")**

Property ONWERS are responsible for the maintenance of ALL the trees on their property, including EASEMENTS. No trees over five (5) inches in diameter shall be removed from a street right-of-way (sixty (60) feet wide) except as is absolutely necessary for access by automobile from street into LOTS. No cutting of trees eight (8) inches in diameter or larger is allowed before building plans have been approved by the ACC except for dead trees and/or to prevent danger to adjacent structures or roadways. Each tree removed from your LOT(S) must be approved by the ACC and replaced one for one by another tree at least three (3) feet in height, except for trees removed during new construction. This replacement tree need not be the same kind of tree nor be in the same place as the tree removed. Tree stumps with a height of three (3) inches above the ground level must be removed or ground. There shall be no burning of tree stumps due to safety concerns.

#### **15. Drainage**

Natural drainage of streets, LOTS, or roadway ditches shall not be impaired by anyone. All ditches and driveway culverts must be kept clear of tall grass, weeds, leaves, or any items that might impair drainage. Failure will result in cleaning done by the ASSOCIATION and the homeowner will be billed. Under road culverts are exempt and will be the responsibility of the ASSOCIATION.

#### **16. Maintenance of LOTS**

The OWNER of a LOT or LOTS in this SUBDIVISION will be required to keep said property free of underbrush, weeds, grass, or any other unsightly or offensive growth from the date of

purchase of said LOT. This requirement is effective on unoccupied LOTS as well as occupied LOTS. **Unoccupied LOTS shall be mowed at least monthly at OWNER expense** For this and all other covenants, a LOT or LOTS purchased under contract for deed will be considered to be owned by the purchaser the same as if it had been deeded to said purchaser. The ASSOCIATION will have the authority to employ laborers to mow and clean any LOT that is unkempt and bill the OWNER of said LOT for the cost of work done. Funds used will be maintenance funds.

All LOTS are divided the into three (3) parts for the evaluation process; the front yard, building area, and the back yard, which are defined as:

16a. the front yard extends from the street to the front face of the house furthest from the road or twenty (20) feet from the front property line for lots without a house.

16b. the building area, or middle part, includes all buildings, driveways, decks, and man-made approved structures on the lot.

16c. the back yard of a LOT is the area on a LOT which is not included in the front yard or building area of the LOT. The back yard, thus, is that portion of the LOT, or connecting LOTS with the same OWNER, which begins at the front face of the house on the LOTs location parallel to the road and continues out to the edges of the LOT and to the rear most corners of the LOT. If the house has multiple front faces, the back yard begins at that rear most front face parallel to the road.

Landscaping in the front yard must have a “kept” appearance to a reasonable persons evaluation. This evaluation is to be reached by a committee of the CMPOA Board after observing the average status of all front yards throughout the SUBDIVISION. Front yards are to be kept in a neat, trimmed, and orderly manner on a regular basis. The LOT OWNER shall maintain the right-of-way portion of the LOT adjacent to the streets, although OWNER planted garden areas or other improvements in the EASEMENTS or rights-of-way are at the OWNERS risk.

Landscaping in the back yard allows a wider range of OWNER-defined preference. It is understood that the back portion of a LOT may be a mix of OWNER planted or natural growth or any combination desired, but specifically should be kept clear of dead or fallen trees and major branches, standing water, weeds, or brush that would foster the growth of or habitat for mosquitoes or vermin. However, it is also to be maintained in a neat and orderly manner.

Vacant LOTS must be mowed **at least monthly. In the event that the LOT is not mowed monthly, the BOARD may arrange for mowing and the OWNER will be billed for the cost of mowing along with a fee.**

It is expected that any dissatisfaction with an individual OWNERs landscaping program will be first discussed between the near neighbors and the offending OWNER. Should this method fail to result in a satisfactory solution, the BOARD will need to mediate a solution.

#### **17. REPAIR and Maintenance of Homes**

OWNERS are responsible to maintain their homes in a state of good repair and maintenance, employing quality of workmanship and materials to ensure harmony with existing structures and to enhance the value of the home.

17a. REPAIRS following a significant weather incident should be completed within six (6) months.

17b. If REPAIRS following a significant weather incident cannot be completed within six (6) months, the OWNER may then ask for an extension from the ACC.

#### **18. Utility, Storage, or Greenhouse Buildings**

Utility, Storage, or greenhouse buildings are to be built or assembled on site. No portable or pre-constructed buildings are to be brought into the SUBDIVISION. Drawings, location on LOT, plans and specifications for buildings, including pre-engineered buildings, are to be submitted to the ACC for approval. These buildings are not to exceed one hundred sixty-eight (168) square feet in size and ten (10) feet in height. There shall be no more than two (2) of these buildings on a LOT or COMBINED LOT.

#### **19. Rainwater Recovery Systems**

Rainwater collection systems may be installed by the OWNER with approval of the ACC subject to the following guidelines:

19a. other than conventional downspouts and gutters attached to the OWNERs dwelling or garage, all components of the system must be substantially screened from public view from the street or common areas. Tanks, filters pumps, and piping must be concealed, buried, or contained within a building approved by the ACC.

19b. Rain barrels that are visible for public view must be no more than fifty-five (55) gallons in size and painted to match the exterior of the home or surrounding landscape.

19c. Harvested water must not be allowed to become stagnant nor excess water discharged in a manner that threatens established drainage lines or another's property.

#### **20. Solar/Wind Energy Devices**

Systems that provide heating, cooling, electrical, or mechanical power by collecting solar or wind energy may be installed with the approval of the ACC with the following guidelines:

20a. Devices may be located on a roof or within a solid-fenced yard or patio. Devices mounted on the roof may not extend beyond the perimeter of the roof, must conform to

the slope of the roof, match the color of the roof, and be located in a position that is least visible from the street or common area.

20b. Ground mounted devices may not extend above the top of a solid fence. If a solid fence does not screen the device from public view, or if a solid fence is prohibited by other deed restrictions, then a ground mounted device is prohibited.

20c. Installed devices may not substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property OWNER.

## **21. Roofing Materials**

All buildings will be roofed with composition shingles unless otherwise approved by the ACC. Wood shingles are prohibited. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of 25 years. Roof overlays are not allowed. Standing seam metal roofs are permitted. Roof color must match the aesthetics of the OWNERS and surrounding property.

## **22. Assessments for SUBDIVISION Maintenance**

To ensure the private and exclusive use of the facilities by OWNERS and their guests, the streets have been dedicated to OWNERS instead of the public and must be maintained by said OWNERS along with other community facilities. This annual levy is for maintenance of streets, recreational facilities, and other community support activities. In order to ensure continued and perpetual maintenance, on a fair and equitable basis, all LOTS are subject to, and all LOT purchasers agree to the following method and procedure of assessment for maintenance funds.

22a. This maintenance fee will be levied on each LOT based on the original official plat of the SUBDIVISION.

22b. A maintenance levy may be charged on no more than two (2) LOTS owned by any one OWNER. If one OWNER owns more than two (2) LOTS, a fee will be levied in the amount of fifty (50) percent of the single LOT fee for each additional LOT or portion thereof.

The ASSOCIATION is fully responsible for the administration of the maintenance fees. Any such funds collected must be expended on items as above stated and an annual report made to the OWNERS in this SUBDIVISION at the address registered by OWNERS with the ASSOCIATION. Mailing of such report to the last known address of each OWNER will constitute compliance with regards to the requirement.

## **23. Rules Governing Use of Facilities**

Rules and regulations governing the use of recreational facilities in this SUBDIVISION will be made and enforced by the ASSOCIATION. Persons violating said rules and regulations are subject to fees and to having their privilege of use of said facilities withdrawn by such party in authority.

Corporate or multi-ownership of any LOT in this SUBDIVISION, except husband and wife ownership or FAMILY UNITS, will exclude all such OWNERS from use of recreational facilities in this SUBDIVISION, except that such a group of multi-owners or corporation may designate one person or husband and wife as having the privileges of use of facilities, and then the person or persons so designated will have all the rights and privileges of an individual husband and wife ownership, including the privilege of guests using the community facilities, subject to Rules and Regulations then in force.

#### **24. Creation of Property Owners Association**

At the request of the developer, the OWNERS in this SUBDIVISION organized a property owners association with a Charter and BYLAWS and have their purpose clearly set forth. Said ASSOCIATION has been elected and will maintain a Board of Directors, according to the BYLAWS, who will administer funds and govern said ASSOCIATION under the authority assigned to them. The developer, having been satisfied that said ASSOCIATION is properly organized for the benefit of the OWNERS, has conveyed unto said ASSOCIATION all of the community facilities in the development and assigned to them the authority to collect and administer the funds as set forth. All reserved areas and Block Ten (10) are designated on plat and are excluded from these restrictions and none of the Restrictions or Covenants herein shall apply to these tracts, except that the sanitation restrictions set forth will apply.

### **NEW BUILD / REBUILD**

**Any structure build within the SUBDIVISION must be approved by the ACC, including, but not limited to, homes, fences, utility sheds, swing sets, CHICKENCOOPS, greenhouses, rainwater recovery systems, solar or wind energy systems, boat houses, docks, septic systems, etc.**

Compliance with the deed "Restrictions and Covenants" of Cape Malibu is necessary for all new construction, exterior home remodeling, and property upgrade activities. Please study this document carefully since it contains specific restrictions and guidelines which will affect your construction, exterior remodeling, and property upgrade plans regarding land use, easements, building sites, location on LOT, building type and size, sequence of building, temporary structures, water and sanitary systems, storm drainage system, and other provisions designed for safe-guarding and enhancing the value of your investment. The ACC will not approve any plans when an owner is past due on account with CMPOA.

Cape Malibu highly values the natural environment. As such, it is expected that your construction, exterior remodeling, or property upgrade architectural plans for improvement should identify on your LOT plot existing trees with greater than eight (8) inch diameter, and indicate the minimum number of trees that will be needed to be removed to enable any improvements on the LOT. Each tree greater than eight (8) inches in diameter must be individually marked by number with that number noted on the plot. Submit the following to the ACC at least thirty (30) days before anticipated ground-breaking:

1. Two (2) copies of your dimension and architectural plans, including the plot plan which shows tree locations identifying trees you want to remove or leave standing, plan for final grade elevations, storm drainage plans, construction specifications, approved plans of septic system
2. A construction fee in a check made out to CMPOA. This fee is to cover typical wear and tear of CMPOA roads and facilities caused by the construction. When your plans are approved, the fee is non-refundable.

Your house plan, plot plan, bulkhead and boat dock (if applicable) plus septic layout must all be professionally drawn or equivalent. One copy will be kept in CMPOA files and the other returned to you with notation of approval or with specified modifications, if they are needed. CMPOA will hold the owner responsible for any excessive damage to facilities or roads caused by the building process. Please submit all required documents together at one time. **All exterior construction, house, garage, and any other building, including painting, must be completed within twelve (12) months after plan approval by the ACC.**

### **1. Documents Needed Before You Build**

- 1a. Building permit from the Montgomery County Engineering Permit Department. This document is to be displayed during construction.
- 1b. Letter from the water operator stating that potable water will be provided by Cape Malibu Water Supply Corporation.
- 1c. Copy of a recent certified survey. Your lot corners must be clearly marked for inspection by the ACC.
- 1d. Two (2) copies of your dimensioned architectural plans, including the plot plan with tree locations identifying trees you want to remove or leave standing.
- 1e. Plan for final grade elevations, storm drainage plans, construction specifications
- 1f. Approved plans of septic system from the San Jacinto River Authority (SJRA)
- 1g. Certification that the ground has been treated for termites before pouring the foundation.

### **2. Building Sites**

A site consists of one (1) LOT, or one or more LOTS or parts of LOTS, or parts of two (2) or more LOTS. A COMPOSITE BUILDING SITE made up of whole or fractional parts of adjacent LOTS shall be no smaller in area and have no less square footage than the largest single LOT as shown on the official original plat. Under no circumstances shall a residence be built on less than one (1) whole lot as dedicated on the official plat. When a COMPOSITE BUILDING SITE is formed, both front and side set back lines shall be measured from the resulting perimeter property lines, rather than from the LOT

lines as indicated on the plat.

The building erected upon any building site shall consist of not more than one (1) single-family dwelling establishment. No building shall be erected upon any building site, or any building altered, placed, or permitted to remain on such site other than one (1) single-family dwelling, together with housing space for usual family requirements, such as garage, household laundry, or storage.

2a. The covered part of the dwelling proper, exclusive of open porches, carports, and garages will contain a minimum of 1,600 square feet if erected on any of the LOTS described as follows:

All of LOTS Numbers one (1) through seventeen (17) inclusive in Block Number One (1)  
All of LOTS Numbers seven (7) through twelve (12) inclusive in Block Number Three (3)  
All of LOTS Numbers one (1) through twelve (12) inclusive in Block Number Four (4)  
All of LOTS Numbers one (1) through twelve (12) inclusive in Block Number Five (5)  
All of LOTS Numbers one (1) through eight (8) inclusive in Block Number Six (6)  
All of LOTS Numbers Five (5) through Ten (10) and all of LOTS Numbers Twenty-one (21) through Thirty-two (32) inclusive in Block Number Seven (7)  
All of LOTS Numbers Twenty-four (24) through Twenty-six (26) inclusive in Block Number Eight (8)

2b. The covered part of the dwelling proper, exclusive of open porches, carports, and garages will contain a minimum of 1,800 square feet if erected on any of the LOTS described as follows:

All of LOT Number Eighteen (18) in Block Number One (1)  
All of LOTS Numbers One (1) through Six (6) inclusive in Block Number Three (3)  
All of LOTS Numbers Nine (9) through Fourteen (14) inclusive in Block Number Six (6)  
All of LOTS Numbers One (1) through Four (4) and all of LOTS Numbers Eleven (11) through Twenty (20) inclusive in Block Number Seven (7)  
All of LOTS Numbers One (1) through Twenty-three (23) inclusive in Block Number Eight (8)

2c. The covered part of the dwelling proper, exclusive of open porches, carports, and garages will contain a minimum of 2,000 square feet if erected on any of the LOTS described as follows:

All of LOTS Numbers One (1) through Thirty-two (32) inclusive for Block Number Two (2)  
All of LOTS Numbers One (1) through Thirty-three (33) inclusive in Block Number Nine (9)

2d. In the event of a multi-story dwelling unit, the ground floor area, exclusive of open porches and garages, shall not be less than one thousand (1,000) square feet.

2e. No building shall be erected off the premises and moved onto said SUBDIVISION. That is, no other building shall be moved from other premises into this DUBDIVISION and all buildings or units shall be constructed and erected on said premises. Garages may be built attached or separate from the dwelling proper.

2f. All new construction or major improvements must comply with the regulations of the Texas Commission on Environmental Quality (TCEQ) – 30 TAC 290 sub chapter D, the Lone Star Groundwater Conservation District (LSCCD), and the SJRA – Rules and Regulations, Lake Conroe Reservoir, Sermon IV and VIII.



### 3. Septic System

For new construction or improvements that increase the living space, number of bedrooms, or number of bathrooms of your property, you must have the SJRA review and approve your septic system and issue a septic permit before starting construction. The current procedure for obtaining this permit is to first call the SJRA to determine if a submittal is required, then:

- 3a. Contain a Registered Sanitarian or a Professional Engineer to perform a site evaluation.
- 3b. The person selected must design a system based upon the site evaluation.
- 3c. Submit an application with the site survey and the system plan attached.

The SJRA will then issue a permit if the system plan is approved. Because of the small LOT size and other considerations the SJRA will approve only aerobic type septic systems.

### 4. Water Supply

Apply to Cape Malibu Water Supply Corporation (CMWSC) for a water tap at least thirty (30) days before water is needed. At that time, you must sign a service agreement permitting inspection of the plumbing facilities to prevent any possible unknown cross-connections or sources of contamination. Following construction and before occupancy, the CMWSC must perform a Customer Service Inspection. There is a fee associated with this inspection. Whenever a back flow preventer is installed including lawn sprinkler systems, the new OWNER must have the unit tested by a State Licensed technician with a copy of the report sent to the CMWSC. All back flow preventers must be tested annually by a licensed inspector selected by the OWNER. An independent Operator manages CMWSC activities.

### 5. Building Grade

The mean elevation of the normal pool of Lake Conroe is 201 feet M.S.L. (mean sea level.) The 100-year floodplain of Lake Conroe is 207 feet M.S.L. The Montgomery County Building Permits requires a house to be build one foot above the 100-year floodplain OT **208 feet M.S.L.** The SJRA has a flow age easement to raise the level of Lake Conrow to 20 feet M.S.L. Finished floor elevations should be build at least **208 M.S.L.** for lake front LOTS.

Should there be a conflict between the requirements to build a house with a sab at 208 M.S.L. elevation and the height restrictions in the "Restrictions and Covenants," the ACC can approve, with BOARD agreement, an exception to the height restrictions.

### 6. Roof Material

All buildings will be roofed with composition shingles unless otherwise approved by the ACC. Wood shingles are prohibited. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of 25 years. Roof overlays are not allowed. Standing seam metal roofs are permitted. Roof color must match the aesthetics of the OWNERS and surrounding property.

### 7. Driveway Culverts

Driveway culverts, when needed, should have a minimum diameter of eighteen (18) inches. Driveway culverts must be bulkheaded. Also, driveways should be designed to divert storm runoff away from garages and other openings to the house.

## **8. Building Locations on Site**

For these purposes, porches, stoops, bays, and covered areas are considered a part of the building. No part of any building shall be closer than twenty (20) feet from the front property line or closer than five (5) feet to the side division lines of building sites. The drip line of eaves shall be kept back from side and back property lines by at least one (1) foot. In cases where building is done adjacent to easements, encroachments upon such easements by any part of such building, including foundations and eaves, shall be at the OWNERS risk. All residences shall be erected with the front thereof facing the street with the smallest area adjacent to said building site. That is, the residence shall be erected fronting on the street adjacent to the smallest frontage of said site.

## **9. Construction Debris Maintenance**

Construction materials and debris must be kept picked up during new construction, exterior home remodeling, or property upgrades. The ACC requires the use of a rubbish container as a means to dispose of debris from construction activity. Burning of construction debris and household garbage within the SUBDIVISION is strictly forbidden. Violations of this no burning clause will result in notification to proper authorities. Excess cement must not be discharged onto the roadside or onto vacant LOTS in the SUBDIVISION by the cement contractor. Toilet facilities are required to be on the premises of any home construction until the plumbing facilities are operable in the house. Please inform your contractor of these requirements. Infractions not timely remedied by the contractor will be cleaned up by CMPOA, the cost of which will be charged to the OWNER

A meeting with the general contractor, the property owner, and a member of the ACC should be held before final approval.

## **10. Commercial Truck Size**

Please inform your contractor that CMPOA does not allow trucks with an overall length greater than thirty (30) feet to enter the SUBDIVISION. This restriction includes trucks with semi-trailers. Contact the ACC if your contractor cannot comply with this restriction.

## **11. Boathouse and Boat Slip/Docks**

Plans for a boathouse, boat slip, dock, or any other STRUCTURE to be constructed on the LOT Or which projects beyond the LOT line or into the waters of Lake Conroe must be approved By the ACC before construction may begin. A permit must also be obtained from the SJRA which has a published set of requirements. The current procedure for obtaining this permit is:

11a. Contact a Registered Marine Construction or a Professional Engineer to perform a site evaluation.

11b. The person selected must design the STRUCTURE based upon current SJRA regulations and size limits, and be compliant with Cape Malibu ACC guidelines.

11c. Submit an application with the STRUCTURE building plans, plot layout, and an approval letter from the ACC. The SJRA will issue a permit. There is an annual license fee required.

If you wish to use Lake Conroe water to water your lake front lawn, you must obtain an irrigation license from the SJRA giving you the right to pump water from Lake Conroe. This license requires an annual fee.

## **12. Bulkheading**

All bulkhead work for Lake Conroe must meet U.S. Corp of Engineers (USCE) construction, rehabilitation, maintenance, or repair requirements. For new Bulkheads that require less than one (1) cubic yard of back fill for every linear foot of bulkhead, there is an open permit

for construction. All bulkheads that require more back fill require that a permit be issued by the USCE.

12a. A five (5) foot set back from the property line running perpendicular to the bulkhead must be observed, same as for the location of the house on the LOT. Width is defined as the dimension running parallel with the bulkhead or width of the LOT. A boathouse which has an overhead lifting mechanism, must be covered with a roof or sundeck, which is architecturally compatible with the dwelling. Boat slips or docks which do not have overhead boat lifting devices, do not require a roof or sundeck.

12b. If a common LOT line of adjacent lots intersects the shoreline at other than a perpendicular angle, that common line will be extended at such an angle as to provide a fair allotment of lakefront in front of each LOT. If a boathouse or boat slip cannot be constructed without adversely affecting adjacent LOTS, it will be the responsibility of the adjacent OWNERS to resolve the conflict.

## **13. Sequence of Building**

No housing for garage, boathouse, boat slip, storage building, greenhouse, CHICKENCOOP, or other service function of the dwelling establishment shall be erected or placed upon any building site until construction of the dwelling proper has been started and is actually under way. All exterior construction including painting, must have been completed within twelve (12) months after beginning construction of the foundation.

## **14. Temporary STRUCTURES and Utility Buildings**

No temporary building or STRUCTURE will be erected on any LOT in this SUBDIVISION, nor will any building of any type for any purpose be erected on any LOT in this SUBDIVISION prior to the construction of a dwelling, as per these restrictions, nor will they be approved by the ACC. No temporary structures such as a trailer, tent, shack, shed, storage room, or garage shall be used at any time on any building site in this SUBDIVISION as either temporary or permanent residence.

## **15. Water Supply**

Water for this SUBDIVISION will be provided by the distribution lines connected with a central water system and no water wells shall be made, bored, or drilled, nor any type or kind of private system installed or used. All external taps must have a backflow preventer.

## **16. Sanitary Sewers**

All dwellings constructed in this SUBDIVISION, prior to occupancy, must have an onsite wastewater treatment system installed which has been approved by the ACC and must also be permitted and inspected by the SJRA.

16a. No wastewater systems will be allowed to drain septic water into ditches or the lake or upon the surface of any ground in this SUBDIVISION. Septic systems must be

maintained to operate properly at all times with all effluent being absorbed into the soil without creating an offensive odor.

16b. In the situation where an existing system fails to function, that system may be repaired and continue to function as the same type of system. However, if it is required to replace or modify the system, then a new permit from the SJRA is required.

## **17. Walls and Fences**

Walls and fences, if any, shall be no higher than six (6) feet above ground; shall be no closer to front street property lines than the front of the dwelling located on said LOT; and shall be no closer than five (5) feet to side street or property lines. Any erection of any wall, fence, or other improvement on any easement shall be at the OWNERS risk. Construction of any fence or wall requires the written approval of the ACC. No fence shall be built that it obstructs the view of the lake of any LAKE VIEW LOT. All fences on lakeside LOTS are to be such that they may be "seen through," for example, but not limited to: split rail, tradition picket (maximum horizontal spacing of pickets of six (6) inches with ½" to ¾" spacing between pickets) and wrought iron. No privacy fences (solid wood or plantings) will be approved for lakeside LOTS. Privacy fences may be approved for interior LOTS if a homeowners or neighbors view of the lake is not obstructed. Plans and specifications, location on LOT, description of type and height for fences are to be submitted to the ACC for approval. **No plastic/vinyl fences will be approved as they do not hold up in our weather.**

## **18. Signs**

No signs or devices of any type or kind shall be in public view on any building site in this SUBDIVISION, except for builders signs during the construction and sales period, or to advertise a property for sale. In the latter case, one installation on the building site or LOT of not more than five (5) square feet of sign space shall be the maximum allowable.

## **19. Drainage**

Natural drainage of streets, LOTS, or roadway ditches will not be impaired by anybody. Driveway culverts, when needed, should have a minimum diameter of eighteen (18) inches. Driveway culverts must be bulkheaded. Also, driveways should be designed to divert storm runoff away from garages and other openings to the house.

## **20. Solar/Wind Energy Devices**

Systems that provide heating, cooling, electrical, or mechanical power by collecting solar or wind energy may be installed with the approval of the ACC with the following guidelines:

20a. Devices may be located on a roof or within a solid-fenced yard or patio. Devices mounted on the roof may not extend beyond the perimeter of the roof, must conform to the slope of the roof, match the color of the roof, and be located in a position that is least visible from the street or common area.

20b. Ground mounted devices may not extend above the top of a solid fence. If a solid fence does not screen the device from public view, or if a solid fence is prohibited by other deed restrictions, then a ground mounted device is prohibited.

20c. Installed devices may not substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property OWNER.

## **21. Rainwater Recovery Systems**

Rainwater collection systems may be installed by the OWNER with approval of the ACC subject to the following guidelines:

21a. Other than conventional downspouts and gutters attached the OWNERS dwelling or garage, all components of the system must be substantially screened from public view from the street or common areas. Tanks, filters pumps, and piping must be concealed, buried, or contained within a building approved by the ACC.

21b. Rain barrels that are visible for public view must be no more than fifty-five (55) gallons in size and painted to match the exterior of the home or surrounding landscape.

21c. Harvested water must not be allowed to become stagnant nor excess water discharged in a manner that threatens established drainage lines or another's property.

## **22. CHICKENCOOPS**

Drawings, location on LOT, plans and specifications for CHICKENCOOPS, including pre-constructed CHICKENCOOPS, are to be submitted to the ACC for approval. CHICKENCOOPS are to be no larger than seventy (70) square feet, including the outdoor run, with a maximum height of ten (10) feet. They shall be no closer than ten (10) feet from any property line or building and shall be built only in the back yard of any home. CHICKENCOOPS are to be enclosed on all 5 sides, covered, to ensure chickens are not allowed to run free throughout the SUBDIVISION. The coops must be kept in a sanitary condition to ensure they do not present a health hazard or attract pests (flies, rats, mice, snakes, etc.)

## **23. Utility/Storage or Greenhouse Buildings**

Utility/storage or greenhouse buildings are to be built or assembled on site. No portable or pre-constructed buildings are to be brought into the SUBDIVISION. Drawings, Location on

LOT, plans, and specifications for buildings, including pre-engineered buildings, are to be submitted to the ACC for approval. Utility/storage or greenhouse buildings are not to exceed one hundred sixty-eight (168) square feet in size and ten (10) feet in height. No metal buildings will be approved. There shall be no more than 2 of these buildings on a LOT or COMBINED LOTS.

## REMODEL

Any modification to the interior of a home in the SUBDIVISION that does not change the footprint of the home does NOT need approval by the ACC. However, any interior modification that includes the addition of bedrooms or bathrooms, even if the addition does not add to the square footage of the home, DOES need the re-approval of the home's septic system by the SJRA. (See "Septic System" in the NEW BUILD section of these Restrictions and Covenants.)

Any modification to the exterior of a home in the SUBDIVISION must be approved by the ACC. This includes changes in siding, paint color, the removal or addition of stone or brick, the addition or removal of windows, changes in type or color of roofing materials, changes in type or color of garage doors, changes in type/height of fence or fencing material, any changes to other buildings on the LOT or COMBINED LOTS, i.e. storage, shed, greenhouse, CHICKENCOOP, etc.

Any change to a boathouse, boat slip, dock, or bulkhead must be approved by the SJRA.

### 1. Procedure

Prior to beginning your REMODEL, provide the following to the ACC:

1a. Written details/plans of proposed work

1b. Color swatches, if needed.

1c. Pictures or samples of proposed material changes, if needed. (siding, fencing, stone or brick, roofing materials, etc.)

For extensive exterior REMODELS, a construction fee may be assessed.

### 2. Commercial Truck Size

Please inform your contractor that CMPOA does not allow trucks with an overall length greater than thirty (30) feet to enter the SUBDIVISION. This restriction includes trucks with semi-trailers. Contact the ACC if your contractor cannot comply with this restriction.

### 3. Construction Debris Maintenance

Construction materials and debris must be kept picked up during new construction, exterior

home remodeling, or property upgrades. The ACC requires the use of a rubbish container as a means to dispose of debris from construction activity. Burning of construction debris and household garbage within the SUBDIVISION is strictly forbidden. Violations of this no burning clause will result in notification to proper authorities. Excess cement must not be discharged onto the roadside or onto vacant LOTS in the SUBDIVISION by the cement contractor. Toilet facilities are required to be on the premises of any home construction until the plumbing facilities are operable in the house. Please inform your contractor of

these requirements. Infractions not timely remedies by the contractor will be cleaned up by CMPOA, the cost of which will be charged to the OWNER.

#### **4. Temporary STRUCTURES or Utility Buildings**

No temporary building or STRUCTURE will be erected on any LOT in this SUBDIVISION during the REMODEL.

#### **5. Roofing Material**

All buildings will be roofed with composition shingles unless otherwise approved by the ACC. Wood shingles are prohibited. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of 25 years. Roof overlays are not allowed. Standing seam metal roofs are permitted. Roof color must match the aesthetics of the OWNERS and surrounding property.

## **REPAIR**

OWNERS are responsible to maintain their property in a state of good repair and maintenance employing quality of workmanship and materials to maintain harmony with existing STRUCTURES and to enhance the value of the property.

Any REPAIR/replacement in kind to the exterior of a home does NOT need approval by the ACC. This would include repairs to bring a home, fence, or out buildings back to its previous condition using the same materials and colors (same roofing materials, same fencing materials, same siding, same paint colors, same concrete, etc.) Although not required, it would be neighborly to let the ACC know of your plans.

#### **1. Commercial Truck Size**

Please inform your contractor that CMPOA does not allow trucks with an overall length greater than thirty (30) feet to enter the SUBDIVISION. This restriction includes trucks with semi-trailers. Contact the ACC if your contractor cannot comply with this restriction.

#### **2. Construction Debris Maintenance**

Construction materials and debris must be kept picked up during the repair of your property.

The ACC requires the use of a rubbish container as a means to dispose of debris from construction activity. Burning within the SUBDIVISION of construction debris and household garbage is strictly forbidden. Violations of the no burning clause will result in notification to proper authorities. Excess cement must not be discharged by the cement contractor on the roadside or on vacant lots inside Cape Malibu. Please inform your contractor of these requirements. Infractions not timely remedied by the contractor will be cleaned up by CMPOA and charged to the OWNER

### **3. Temporary STRUCTURES or Utility Buildings**

No temporary building or STRUCTURE will be erected on any LOT in this SUBDIVISION during this REPAIR.