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**Old Houston Acres Section 3
Covenants, Conditions and Restrictions**

**THE STATE OF TEXAS
COUNTY OF MONTGOMERY**

WHEREAS, LITTLE PRINCESS'S INVESTMENT CO., a Texas General Partnership, acting herein by and through Tom A. Martin, President of Martin Realty & Land, Inc., and Jeffrey D. Lochore, President of J.D.L. Properties, Inc., both General Partners and owners of that certain tract or parcel of land containing 78.975 acres of land in the T. & N.O.R.R. Co. Survey A-566 of Montgomery County Texas.

WHEREAS, said tract has been subdivided into the subdivision known as: OLD HOUSTON ACRES, SECTION THREE (3), and is a recorded in the subdivision filed of Montgomery County and located in Cabinet Z, Sheet 700-703. The owners do hereby create these following restrictions in order to insure to all purchasers that said subdivision is developed and maintained in a uniform manner, and to the mutual benefit of itself and others, are hereby established to be the Covenants, Conditions, and Restrictions running with the land, and those binding parties or persons holding possession under such purchasers or future owners in person. They agree that as a part of the consideration for their purchase and deed that they shall be subject to and bound by the Covenants, Conditions and Restrictions as herein set forth.

NOW, KNOW ALL MEN BY THE PRESENTS, THAT; Tom A. Martin, and Jeffrey D. Lochore are acting by and as the General Partners of LITTLE PRINCESS'S INVESTMENT Co. (A Texas General Partnership), and the owner of OLD HOUSTON ACRES, SECTION THREE (3), of the County of Montgomery, State of Texas, in consideration of the premises set forth above, do herewith place the following restrictions upon said OLD HOUSTON ACRES, SECTION THREE (3), and each and every part and parcel thereof, to wit:

- 1.) The conditions and restrictive covenants shall be binding upon the land and the purchase is thereof until January, 2027, and shall be extended automatically for each additional 10 year period thereafter, unless that three-fourths (3/4) of the owners of lots in said subdivision, whom have a Warranty Deed recorded in the real property of Montgomery County, Texas agree in writing and properly filed in the County Clerk's office of Montgomery County, Texas, that the said restrictions shall be changed, and provided that such written changes shall be made and filed within the last two (2) years of the period during which the restrictions are enforceable. In any instrument of the extension the three-fourths, (3/4) shall be calculated upon the basis of one vote for each lot in said subdivision which is under these restrictions.
- 2.) If any of the said parties, or lot owners do violate any of the Covenants, Conditions, or Restrictions herein contained it shall be deemed as unlawful, and handled in a court of law only after given proper notice via certified mail to said violator, and they have not complied with correcting the said violation. In the event the violation has not been corrected, or that any attempts to correct said violation been noticed, then this matter should be handled in a court of law. If said court orders the lot owner to correct the violation they must do so within a 30 day period. If not corrected within this time frame then the owners or the adjacent lot owners of this subdivision will have the right to correct the said violation, and demand repayment for all cost they incurred to include court cost, and reasonable attorney fees, with penalties, and interest. If the violator does not or will not pay then the owner or the adjacent lot owners of this subdivision may place a judgment or lien against the lot owner of the said violation to recoup any expenses occurred, plus penalties, interest, and court cost along with reasonable attorney fees.

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- 3.) It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through, or under same shall ever be construed as a waiver of the operation or enforcement of these covenants, restrictions, and easements. It is further provided that the invalidation of any one or more of these easements, covenants, or restrictions or any part thereof, by a judgment of a court, or any court order or in any fashion shall not in any way affect the other provisions hereto which shall remain in full force an effect.
- 4.) All lots in said subdivision shall be known and described as residential lots. Lots may be used for commercial purposes, under certain provisions, only be allowed to advertise with a signed approved in advance by Tom A. Martin, and or Jeffrey D. Lochore. The type business must be approved in writing in advance by either Tom A. Martin or Jeffrey D. Lochore, or by the majority of the lot owners of said subdivision with the lot owners on either side of said lot to be in agreement. The type business and location on the lot may not be approved if it doesn't meet standards set by Tom A. Martin or Jeffrey D. Lochore.
- 5.) No residence shall be erected upon the property, which does not contain at least 720 square feet of living area, and must obtain a building permit from Montgomery County permitting office prior to moving onto said lot. No residence shall be closer to the front of the property line than 75 feet. All Mobile Homes, Manufactured Houses, Modular Home, Etc. that are allowed to be moved into this subdivision must be in good condition, meaning fresh paint and no rotted siding, and the roof showing no rust. All Mobile Home, Manufactured House, Modular Home, Etc. **must be at least a 1994 model or newer**. Approval of any older home must be received in advance in writing from Tom A. Martin, or Jeffrey D. Lochore, their heirs, or assigns.
- 6.) Single wide manufactured homes may be used as homes providing they contain at least 720 square feet of living area. All mobile homes must have tires removed, and be skirted within 180 days from installation. Doublewide manufactured homes must have at least 1200 square feet of living area. All houses built must have at least 1200 square feet, unless otherwise approved in advance by the developers.
- 7.) Any live stock that is to be allowed on any lot is said subdivision must first be kept and raised within all county or state regulations. Let it be known that this is your responsibility for you to know the law as to raising and keeping animals. Any violation will not go against the developers/owners of this subdivision. Not at any time are there to be any Hogs, swine's, pigs or commercial livestock raised in said subdivision. Lot owner may raise, keep or breed live stock or animals on any lot as long as it does not become a nuisance to any other lot owner within subdivision. The number of horse's, cattle, or domestic fowl, to include household pets such as dogs, cats and birds etc. must be limited to not conflict with the county or state health requirements. Any lot owner can call animal control and request that notice be given. This with not be responsibility of the developers/owners to police this subdivision.
- 8.) No noxious or offensive activity shall be carried on upon this property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood such as allowing junk automobiles or excessive garbage and trash accumulation on the property, to include unlawful activities.

- 9.) NO drilling or exploration of mineral is allowed, the dirt that comes from digging of any ponds on said lots must remain on said lot and not be removed, or sold.
- 10.) No sign of any kind shall be displayed within public view on any lot except for one sign of not more than 24"x60" to advertising the property is for rent for sale, or to advertise that property business if said business was approved in writing by Tom A. Martin or Jeffrey D. Lochore. No part or portion of the property shall be used to lease billboards on a commercial basis, it being the intent that such prohibition does not prevent a developer or other seller of all or part of the property to advertise the property.
- 11.) All residences and buildings must adhere to the subdivision plat building lines, and respect all easements listed on the recorded plat map, and not build within these easements.
- 12.) All fences that face a street must be of wood or steel construction. No barbwire fencing facing a street is allowed, and not be any taller than 4 feet in height. All livestock or other listed in Paragraph 7 must be fenced behind residence, no closer to street than 100 feet from the front lot line. As to the following lots being Four (4), Five (5), Twelve (12), Thirteen (13), Twenty (20), and Twenty-one (21) the only set back lines as to building and live stock are that they can not be placed within the portion of your lot that is used as your access into the larger portion of said lot.
- 13.) All structure placed on the property must have fresh paint on all exteriors at time of installation, and should be kept in good repair. All houses being built must have finished exteriors of either Brick, or siding and painted. Tar paper, gib board, plastic etc. is not considered as a finished exterior. Any siding must be of wood, vinyl, hardy board, smart siding, etc and painted. In the event that the roof if rusted, or becomes rusted during these restrictions the owner must paint the roof with a roof coating within 30 days of notification by Tom A. Martin or Jeffrey D. Lochore.
- 14.) No property owner shall excavate, remove, or sell the soil other than what may be necessary for the reasonable use, upkeep, and maintenance of the property. No property owner will remove any timber larger than 6" (inches) in diameter, except at the exact location for a home and driveway. Any other removals must be approved in advance by Tom A. Martin, or Jeffrey D. Lochore, their heirs, or assigns. The front 16 feet along Old Houston Road may be cleared or partially cleared by the seller as shown as the utility easements
- 15.) All property owners, upon constructing a driveway will use culverts pipes that are approved by Montgomery County, at least eighteen inches or more in diameter, and placed in the road ditch according to County requirements. Property owners must determine size and setting requirements from Montgomery County and/or the State Highway Department. We recommend property owners paying the county to set the culvert pipe so that it is to grade. Contact the county barn for Montgomery County Pct. Four for assistance.
- 16.) Transport vehicles: no trucks shall be permitted to park on the streets, driveways, or lots over night which is transporting inflammatory, explosive, corrosive, or hazardous cargo at any time.
- 17.) Firearms: the use or discharge of any type of firearms is expressly prohibited on any lot within said subdivision.

- 18.) Sellers, their successors, or assigns reserve a sixteen (16) foot wide Utility Easement along the right-of-way being Old Houston Road, and also along the entrance portion of the larger lots known as; Four (4), Five (5), Twelve (12), Thirteen (13), Twenty (20), and Twenty-one (21), as shown on the recorded plat map. A Ten (10) foot building line easement is reserved along the sides of said lots, and Twenty (20) foot building line easement along the rear of all lots. The Utility Easement shown on the recorded plat map is for the purpose of installing, operating, and maintaining necessary utility lines, poles, meters, etc. Let it be known that any utility company that provides utilities that run within this easement has the right to trim, cut or remove any trees, brush within this easement. In the event a fence is constructed the lot owner must make an access to the utility co. at all times so that they may gain access in the case of emergency, construction, repairs, or any expansion by that utility. It is recommended that lot owner do not fence the water meter inside their fence although if they do so, must provide a gate or access point so that utility co. can service their meter. Utility co. reserves the right to install culverts, add drainage ditches, and reserves the right to enter this easement for any of the purposes listed above.
- 19.) The property shall not be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Notwithstanding the foregoing, no Hazardous Substance shall be brought onto, installed, used, treated, disposed of or transported over the property, and all activities on the property shall, at all times comply with Applicable Law. The term "Hazardous Substance" shall mean any substance which, as of the date hereof or from time to time hereafter, shall be listed as "Hazardous" or "Toxic" under the regulations implementing the comprehensive Environmental Response Compensation Act (CERCLA), or by any state or local law. The term "Applicable Law" shall include, but not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., The Clean Air Act, 42 U.S.C. 7401 et seq., and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal, or recovery of hazardous substances, including building materials.

These restrictions and covenants are established for the benefit and protection of the resident's of the above-described subdivision; consequently they must and will be enforced. All County and State Laws or Restrictions will be enforced.

**WITNESS OUR SIGNATURE AND SEAL OF TOM A. MARTIN
AND J.D.L. Properties, Inc., GENERAL PARTNERS OF LITTLE PRINCESS'S
INVESTMENT THIS 12th, DAY OF MARCH 2007**



Tom A. Martin, President of
Martin Realty & Land, Inc.
DBA: Little Princess's Investment Co.



Jeffrey D. Lochore, President of
J.D.L. Properties, Inc., General Partner
DBA: Little Princess's Investment Co.

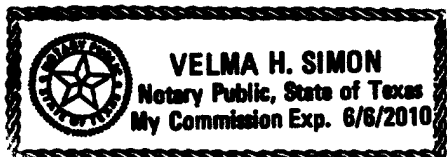
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THE STATE OF TEXAS

COUNTY OF MONTGOMERY

Before me, the undersigned, a notary in and for the State of Texas, on this day personally appeared Tom A. Martin, President of Martin Realty & Land, Inc., A Texas Corporation, and DBA: Little Princess's Investment Co.

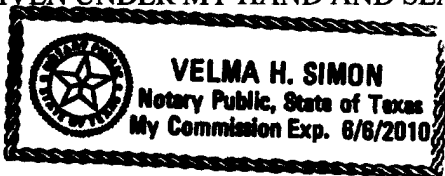
GIVEN UNDER MY HAND AND SEAL OF OFFICE. This 12th, day of March 2007



Velma H. Simon
Notary Public in and for the State of Texas

Being me, the undersigned, a notary in and for the State of Texas, on this day personally appeared Jeffrey D. Lochore, President of J.D.L. Properties Inc. A Texas Corporation, and DBA: Little Princess's Investment Co. A Texas General Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE. This 12th, day of March 2007



Velma H. Simon
Notary Public in and for the State of Texas

After Recording return to:

Little Princess's Investment Co.
P.O. Box 1762
Porter, TX 77365

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD

2007 DEC 12 AM 10:26

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

DEC 12 2007



Mark Turnbull
County Clerk
Montgomery County, Texas