

## COVENANTS, CONDITIONS AND RESTRICTIONS

The hereinabove described property is conveyed subject to the matters set forth hereinbelow; and by the acceptance of this deed, Grantees herein, their heirs, successors and assigns covenant and agree to be bound by the said terms; such provisions shall constitute covenants running with the land and shall be binding upon and enforceable by Grantor, his heirs, successors and assigns, against the Grantees herein and all successor owners of the hereinabove described property or any interest therein, for a period of twenty (20) years from the date of this deed, to-wit:

1. No manufactured home, industrialized housing, mobile home, modular home or other type of off-site constructed housing, defined as such under the Texas Manufactured Housing Standards Act, shall be placed on the Property or any part thereof, for use as a residential structure. This provision does not prohibit the parking of a recreational vehicle, camper or motor home on the Property. Said recreational vehicle, camper or motor home is prohibited from being used as a residence on the Property.
2. This tract shall be used for single family residential purposes, agricultural purposes or light commercial purposes only.
3. The term "single-family residential" used herein shall be held and construed to exclude hospitals, industrial usage, apartment houses, duplex houses and multi-family houses of any kind, and such usage of the tracts in said Property is hereby expressly prohibited. The term "light commercial" as used herein shall be held and construed to exclude manufactured plants of any kind, chemical or fertilizer plants or sales of chemicals or any business having to do with industrial chemicals, kennels, rendering facilities of any kind, oil or gas extraction or the equipment yards of same, stock yards, storage yards for equipment or junk or any other storage facility involved with scrap or waste of any kind, yards for storage of tractors and/or trailers as a business, businesses that sell gasoline or alcoholic beverages, any other commercial purposes which causes pollution, seepage, whether visible or not, and could be deemed a health hazard or visually obnoxious to the neighborhood and any such usage of the Property is expressly prohibited.
4. This tract may not be subdivided resulting in any tract size less than one and one-half (1.5) acres.

**This instrument is an Amended Deed which is given to amend that one certain General Warranty Deed executed by Grantor dated February 27, 2014, recorded under Clerk's File No. 20140090913 of the Official Public Records of Real Property of Harris County, Texas, in order for the parties to agree to the change in the acreage set forth in Item No. 4 of the Covenants, Conditions and Restrictions hereinabove set forth from Two (2) acres to One and One-half (1.5) acres per lot. Such amendment is deemed made retroactively effective as of and from February 27, 2014. By joinder hereunder, all parties agree to this change.**

This instrument is executed in multiple original counterparts, each of which, when signed by a party hereto shall constitute an original, but all of such executed copies together constituting one and the same instrument.

EXECUTED effective this the 30<sup>th</sup> day of July, 2014.

*(The rest of this page left intentionally blank, signature pages to follow)*