

Know
8721199

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS *
* KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY *

WHEREAS, HARDIN-DOBBINS CORPORATION, a Texas Corporation is the owner of all that certain real property comprising ASCOT FARMS, Section III, herein sometimes referred to as Subdivision, according to the map or plat thereof recorded in Cabinet G, Sheet 198A and 198B of the Plat Records of Montgomery County, Texas, to which map or plat and its record thereof reference is here made for full and particular description of said real property; and

WHEREAS, HARDIN-DOBBINS CORPORATION, in its desire to keep the development of said real property for the mutual benefit and pleasure of the owners in said subdivision, and for the protection of such property values, desires to place on and against said property certain protective restrictive covenants regarding the use thereof:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that HARDIN-DOBBINS CORPORATION, a Texas Corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the lots located in said ASCOT FARMS, owned by the undersigned, including the dedicated road, avenues, streets and waterways therein as follows:

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building or other improvement shall be erected, placed or altered on any lot, property or area in this subdivision until the building-plans, specifications and plot plans showing the location of such building or other improvement have been approved, in writing, by HARDIN-DOBBINS CORPORATION, or its designated representative, or such architectural control committee as may be established, as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to the location of the building and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out.

In the event said HARDIN-DOBBINS CORPORATION, or its designated representative or such architectural control committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be delivered in person or by registered letter, addressed to Purchaser's last known address, and which said notice will set forth in detail the elements disapproved and the reason therefor. Such notice need not, however, contain any suggestions as to the method of correcting the matters and things disapproved. The judgment of the supervising authority or committee shall in all things be final.

2. RESIDENTIAL LOTS

All tracts, SAVE AND EXCEPT tracts designated as common area(s), or commercial lots or any other reserves shown on the subdivision map or plat, in said ASCOT FARMS, shall be known and designated as "residential tracts" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations protective covenants, limitations and conditions:

- A. USE - No dwellings shall be erected, altered, placed or permitted to remain on any of said tracts other than a single residence, designated and constructed for the use by a single family, together with such servants' quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any form of multiple family dwelling. No trees shall be cut on any tract without written consent of HARDIN-DOBBINS CORPORATION unless the owner's contract with HARDIN-DOBBINS CORPORATION is paid in full. No dwelling may be placed on any of said tracts except a dwelling containing at least 2,000 square feet of living area, except for tracts 17, 18, and 19, Block 3, which tracts shall be at least 1500 square feet of living area, excluding porches and garages and built as a permanent structure. No mobile homes of any type shall be placed on any lots.

- B. No building or structure shall be occupied or used until the exterior thereof is completely finished and painted, in applicable. No building may be erected or placed within fifty feet (50') of the street that it faces, except lots 17, 18, and 19, Block 3 which shall be placed no closer to the front lot line than twenty five feet (25'). No building shall be erected or placed nearer than fifteen feet (15') to any side street lot line. Any residence or structure placed on any lot that is not placed on a concrete slab must be skirted such that no space is visible between the ground and the floor of the structure.
- C. No building or structure shall be erected or placed on any tract nearer than fifteen feet (15'), including roof overhang, from any interior lot line. The foregoing notwithstanding, the building lines and easements as set forth on the recorded map or plat of the subdivision and the easements therein described shall control where applicable.
- ~~D. No barn or other outbuilding may be erected or placed within one hundred twenty-five feet (125') of any street, except lots 17, 18, and 19, Block 3 which shall be no closer than seventy five feet (75') of any street.~~
- E. No garden may be located with one hundred twenty-five feet (125') of any street.

3. GARBAGE AND TRASH DISPOSAL

Garbage and trash shall be disposed of at least once a week. No tract shall be used or maintained a dumping ground for rubbish, trash, garbage, or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right-of-way.

4. NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained on any tract in said subdivision, nor shall anything be done thereon which may be or become a nuisance

in the neighborhood. A nuisance shall include, but not be limited to, a truck larger than one (1) ton parked on lots or roads or permanently kept on property; and motor vehicles not properly licensed by the State of Texas; junk or wrecking yards; automobiles, trucks or other vehicles used for parts.

5. EASEMENTS

Certain easements are reserved over and across tracts in the subdivision as indicated on the recorded subdivision plat and as further set forth herein, for the purpose of furnishing and/or the movement of electrical power, water, drainage, telephone services and petroleum substances in and through the subdivision and all contracts, deeds and conveyances of any such easements. Such easements also include the right to remove all trees within the easements. All such easements further include the right to trim overhanging trees and shrubs located on the property belonging to or being a part of this subdivision.

Certain of the lots within the subdivision are subject to the Amended Surface Use Waiver and Drill Site Agreement ("Drill Site Agreement") filed of record in the Deed Records of Montgomery County, Texas at Volume 211, Page 221. The lots affected by the Drill Site Agreement are as set out in the recorded map or plat of the subdivision. No structures of any type may be built on that portion of a lot designated by the Drill Site Agreement as being included with a drill site, access easement or pipeline easement. That portion of a lot designated as a drill site is subject to being used at any time by the owner of the minerals underlying the lot to drill for oil or gas. The portion of a lot designated in the drill site agreement as being an access easement is subject to the construction of a road thereon by the owner of the minerals underlying the lot and the portion of the lot designated by a pipeline being installed thereon by the owner of the minerals underlying the lot. Reference is hereby made to the Drill Site Agreement for a complete description of the easements affecting the property.

6. TEMPORARY STRUCTURES AND RESIDENCES

No tent, shack, or other out building shall be used as a residence in this subdivision.

7. ANIMALS

No hogs, goats, or other animals generally considered to be undesirable in a residential subdivision shall be raised, bred or kept on this property except that dogs, cats, or household pets may be kept. Up to four (4) horses or cows or a combination thereof per five (5) acre tract may be kept in this subdivision. For tracts larger than five (5) acres, one additional animal may be kept for each 1.25 acres in excess of five. For tracts less than five (5) acres, one horse may be kept for each 1.0 acres.

8. SIGNS

No signs of any kind shall be displayed to the public view on any tracts except one (1) sign advertising the property for sale by HARDIN-DOBBINS CORPORATION or signs used by a builder to advertise the property during the construction and sales period, or signs approved by the Architectural Control committee.

9. ACCESS

No driveways or roadways may be constructed on any tract in this subdivision that will furnish access to any adjoining tracts or property without the express written consent of HARDIN-DOBBINS CORPORATION.

10. CULVERTS

Drainage structures under private driveways shall have a net opening area of sufficient size to permit the free flow of water without backwater. Culverts or bridges must be used for driveways and/or walks.

11. RESUBDIVISION

Only one resident may be constructed per lot. No tract may be resubdivided without the written approval of HARDIN-DOBBINS CORPORATION and the Architectural Control Committee. Any resubdivision must comply with all applicable government regulations.

12. FIREARMS

The use or discharge of firearms is expressly prohibited within the subdivision.

13. MATERIALS STORED ON LOTS

No building materials or debris of any kind shall be placed or stored upon any tract except during construction.

14. All buildings constructed in the subdivision must meet all applicable government requirements as to plumbing, septic tank, sewer lines, construction, electrical and any other requirements that may hereafter be enacted.

15. MAINTENANCE FUND AND SPECIAL ASSESSMENT

- A. Each tract sold by HARDIN-DOBBINS CORPORATION shall be subject to a monthly maintenance fee of ONE AND 50/100 DOLLARS (\$1.50) per acre per month, payable in monthly installments or in advance on July 1st of each year. In no case shall the maintenance fee be less than FIVE AND NO/100 DOLLARS (\$5.00) monthly or SIXTY AND NO/100 DOLLARS (\$60.00) per annum per tract. Said fees to be collected and disbursed by HARDIN-DOBBINS CORPORATION, or its successors or assigns or nominees, including any property owner's association that may be established. The payment of all maintenance fees shall be the sole responsibility of the buyer and NOT the Veteran's Land Program of the State of Texas
- B. All past due maintenance charges and special assessments shall bear interest from their due date at the rate of ten percent (10%) per annum until paid. Such charges shall be a covenant running with the land, and to secure payment thereof, a Vendor's Lien is hereby retained by HARDIN-DOBBINS CORPORATION, upon the property herein conveyed subject and inferior, however, to a purchase money lien or a construction money lien, or both.

Such annual charges may be adjusted at any time on any lot by HARDIN-DOBBINS CORPORATION, or its successors or assigns or any such maintenance association as may be established.

Funds arising from such charge shall be applied, so far as sufficient, toward the common good of the community, civic betterment, municipal, education and public recreational purposes (but not by way of limitations) as follows:

- (1) To render constructive civic welfare for the promotion of the social welfare of the community and of the citizens of ASCOT FARMS, to inculcate civic consciousness by means of active participation in constructive projects which will improve the community, state and nation.
- (2) To promote, purchase and/or provide municipal services and educational and public recreational services and facilities for residents of ASCOT FARMS.
- (3) To acquire, maintain and construct buildings and property for public services and educational and recreational facilities.
- (4) To do any other thing necessary or desirable or of general benefit to the community.

16. DURATION OF RESTRICTIONS

These restrictions shall remain in full force and effect for the primary period of fifteen (15) years from the date hereof, indicated below, unless the owners of at least fifty-one percent (51%) of the tracts in the subdivision shall, by instrument, in writing duly placed of record, elect to terminate or amend these restrictions and the force and effect thereof; and thereafter shall be automatically renewed for additional successive periods of ten (10) years each unless the owners of at least fifty-one percent (51%) of the tracts in the subdivision shall, by instrument, in writing duly place of record, elect to terminate or amend these restrictions and the force and effect thereof.

17. MISCELLANEOUS PROVISIONS

All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon every purchaser, his (her) successors, heirs and assigns.

Invalidation of any one of the covenants or restrictions by judgment of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

Any Maintenance Association or Property Owner's Association shall have one (1) class of members. Each property owner in ASCOT FARMS, will automatically qualify for membership. It is specifically understood that each tract has one (1) vote regardless of who owns said tract. If an owner has more than one (1) tract, he shall be entitled to one (1) vote for each tract.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every lot and when such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations as contained herein, and also such limitations as are shown on the map or plat of ASCOT FARMS, Montgomery County, Texas, and when lots with such reservations, easements, restrictions, etc., are so referred to by reference thereto in any such deed or conveyance to any lot or lots in said subdivision the same shall be the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitory or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the owner of any of said lots or by HARDIN-DOBBINS CORPORATION, or its successors or assigns.

IN WITNESS WHEREOF, HARDIN-DOBBINS CORPORATION has caused these presents to be executed, all thereunto duly authorized on this 17th day of MARCH, 1994.

HARDIN-DOBBINS CORPORATION

ATTEST:

Lyndal J. Moren

BY:

Earl M. Gilbert
EARL M. GILBERT, President

THE STATE OF TEXAS

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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared EARL M. GILBERT, President of HARDIN-DOBBINS CORPORATION, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of MARCH, 1994.

Lyndal J. Moren
NOTARY PUBLIC, STATE OF TEXAS

