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STATE OF TEXAS |  
COUNTY OF WALLER |

DEED RECORDS  
VOL 269 PAGE 795

RESTRICTIONS AND COVENANTS - PENICK FARMS

KNOW ALL MEN BY THESE PRESENTS, that Penick 80, Limited, the owner of the property described in Exhibit "A" attached hereto, does hereby create the following restrictions in order to insure to all purchasers of the said property that the various parcels of land within the property will be developed and maintained in a uniform manner to the mutual benefit of itself and all future owners; and, accordingly, the following conditions, restrictions, and covenants are hereby established to be covenants running with the land, binding upon all tracts and future purchasers or owners, their heirs and assigns, and all parties, or persons, holding possession under such purchasers or future owners in the property described in Exhibit "A", hereinafter known as Penick Farms. Each purchaser and future owner or party holding possession under such person, agree that as part of the consideration for their purchase and deed that they shall be subject to and bound by the conditions, restrictions and covenants, as follows:

1. The conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until January 1, 1991, and shall be automatically extended for successive ten (10) year periods thereafter unless on or before one (1) month prior to the end of any such period of time three-fourths (3/4ths) of the then owners of tracts of land in Penick Farms, shall agree in writing, properly executed and recorded in the office of the County Clerk of Waller County, Texas, to amend or repeal such restrictions. Penick 80 Limited, the present owner and developer of the property reserves the right, at any time, to make changes in the conditions and restrictive covenants; that right shall extend until Penick 80 Limited no longer owns any property in the entire tract.

RECORDER'S MEMORANDUM:  
No Exhibit A Attached

2. All tracts in PENICK FARMS shall be used for residential purposes, with the exception of tracts which are designed as reserve tracts. No tract shall be used or occupied for any vicious or immoral purpose, nor in violation of the laws of the Local, State, or Federal Governments. No animals, fowls, or other creatures shall be raised or maintained on the property in such manner or with such manner or with such lack of care as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance to persons. Likewise and in addition thereto, no animals, fowls or other creatures shall be raised or maintained for commercial purposes. No hunting or discharge of firearms shall be permitted. With reference to horses and cows, no more than two of each or in combination shall be maintained per acre on said property. Any chickens or fowl raised or maintained on said property shall be kept under pen. Any animals, including dogs and cats, shall be kept under control at all times and not allowed to roam freely and unattended about the property. No hogs, swine, goats, sheep, or any dangerous or offensive animal may be raised or maintained on the property.

3. No residence shall be built or maintained on an area of less than twelve hundred (1,200) square feet of living area, exclusive of garages, carports, and open porches. Residences shall be located at least sixty 60 feet from roadways. The front, back and all sides of each residence shall be finished with at least fifty-one (51) per cent brick, or if of a material other than brick, or material commonly decorated or painted, shall be painted with at least two (2) coats of neat house paint. Each residence shall contain at least a one car garage or one car carport and a paved or level well-groomed gravel driveway extended to the street. Each residence shall face the street and be centered on its tract so as to leave the same approximate space between each side and its respective side property line. Plans for all out buildings, including secondary residences, detached garages and carports shall be submitted in advance to Penick 80 Limited for written approval. No tent, shack, barn, basement, or other out buildings, shall be at any time used as a residence, either temporarily or permanently. Only one main residence and one secondary

residence (for guests or servants) shall ever be built or maintained on any tract or building site. Barns and stables are allowed on or near the rear of a parcel, but plans must be submitted in advance to Penick 80 Limited for written approval. No residential tract shall ever be subdivided or resubdivided into small tracts or parcels of land of less than one acre in size. Backyard fences must be kept painted with at least two (2) coats of neat paint unless constructed of chain link, red wood, barb wire, or other finished material. Trailers or mobile homes may only be used on the property on a temporary basis and in no event shall be used on the property for more than six months beginning from the date of purchase of the parcel of land in Penick Farms. After the expiration of that time, the mobile home or trailer shall be removed immediately from Penick Farms. In any case, a mobile home or trailer of no less than 14' x 60' in size shall be placed upon the property, nor may any house be moved onto the property without the prior written approval of Penick 80, Limited.

4. Each owner must keep his property reasonably mowed and clear of all grasses, weeds, and underbrush, whether or not construction has begun.

5. No billboards shall be erected or maintained on any of the property covered by this covenant.

6. Whenever a residence is established on any tract, it shall be provided an inside toilet and shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with such tract. Such installations shall comply with the standards established by the Board of Health of the State of Texas, or such other governmental agency having jurisdiction over such matters. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision and drainage of septic tanks or sewage into roads, streets, alleys, ditches, ravines, or upon open ground shall be prohibited and enforceable as any other violation of these restrictions by any resident in Penick Farms. Each resident shall, upon constructing any residence upon his tract, place a culvert at least eighteen (18) inches in diameter at a point between the roadway and his property and shall fill in sufficient dirt over

and around same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch.

7. All tracts are sold subject to easements for public utilities as may be already existing, or as may become reasonably necessary to create in the future, right to do so being hereby reserved, so as to permit good development of Penick Farms and provide the necessary utilities.

8. No residence may be occupied until totally completed.

9. If the parties hereto or anyone of the owners of any portion of said tract, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, the Seller or any owner of any portion of said tract shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person, or persons, from so doing by prohibitive or mandatory injunction and to recover damages for such violations. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.

10. No barbed wire fences are to be built or maintained on said part of property which fronts on roads.

11. No improvements are to be built or maintained on the property within 60 feet of any road except fences.

12. The owners or occupants of all tracts in the Penick Farms property shall not permit the accumulation of garbage, junk cars or trucks, or other vehicles, or parts of vehicles, trash or rubbish of any kind thereon. Grantor may, without liability to the owner or occupant, in trespass or otherwise, enter upon said tracts and remove or cause to be removed, such garbage, trash, rubbish, etc., so as to place said tract in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such tracts for the cost of such work.

13. No boats, trailers, trucks, tractors, or wagons shall be parked or placed, except temporarily, on any road, nor between any residence and the road.

14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or

in any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract.

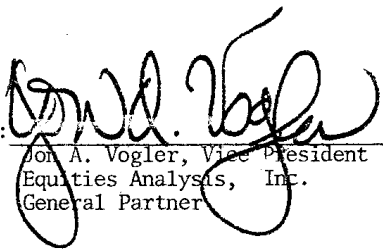
15. It is specifically agreed that tract owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of residential and associated improvement upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of the same and shall at all times maintain such property in conformity with the general plan and scheme of residential development as herein set forth, to the end and purpose that the property herein sold, as well as other properties in the subdivision will maintain uniform conformative development. No leaves, brush, timber, debris or trash of any nature shall be permitted to be placed, disposed of or burned within the easements or road right-of-ways.

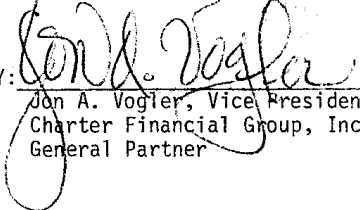
In order to assure adequate beautification standards of Penick Farms, there is created by the owners and developers of Penick Farms a perpetual improvement fund for the maintenance of lakes, roads, parks, signs, markers and other beautification projects. There shall be required, levied and paid by all tract purchasers and owners a beautification fee in the amount of \$2.00 per month, or \$24.00 per year, for each acre, but no more than \$10.00 per month for any one owner, regardless of the size of the tract. The proceeds thereof shall be placed in said fund and used for such purposes by the owners and developers of said subdivision at their discretion. The fund, the use thereof and all rights herein created in same may, at the discretion of the owners and developers, be abandoned or transferred to a civic club or other entity at a later date, if it is evident that proper maintenance and beautification will be furnished. That and until such time improvement fee shall act as a "lien charge" upon the tracts in said subdivision.

Each purchaser authorizes the owner of said subdivision to withhold and apply such charge monthly out of the payments made upon the purchasing of the tracts. That upon payment in full of such tracts by the purchasers, or, and upon the transfer of such fund to a civic club, and in the event of default of such payment, such charges shall accrue as a lien and

charge upon the tracts and any action brought for collection and/or the enforcement or foreclosure of said lien shall constitute liquidated demand accruing to the benefit of the holder, or holders, of such right of action which shall, in addition to such charge, include the collection of interest at the legal rate, together with reasonable attorney's fees and court costs incurred in the collection thereof.

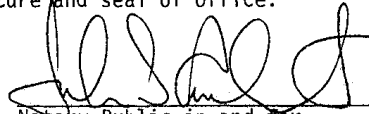
EXECUTED THIS THE 17<sup>th</sup> DAY OF AUGUST, 1976.

BY:   
Jon A. Vogler, Vice President  
Equities Analysis, Inc.  
General Partner

PENICK 80, LTD. d/b/a PENICK FARMS  
BY:   
Jon A. Vogler, Vice President  
Charter Financial Group, Inc.  
General Partner

THE STATE OF TEXAS     |  
COUNTY OF HARRIS     |

SUBSCRIBED AND SWORN TO BEFORE ME, on the 17<sup>th</sup> day of August, 1976, by the said Jon A. Vogler, Vice President of Charter Financial Group, Inc., General Partner of Penick 80, Ltd. d/b/a Penick Farms, in his capacity as Vice President of said Corporation to certify which witness my official signature and seal of office.

  
Notary Public in and for  
Harris County, T E X A S



THE STATE OF TEXAS     I  
COUNTY OF HARRIS     I

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SUBSCRIBED AND SWORN TO BEFORE ME, on the 17<sup>TH</sup> day of AUGUST,  
1976, by the said Jon A. Vogler, Vice President of Equities Analysis, Inc.,  
General Partner of Penick 80, Ltd. d/b/a Penick Farms, in his capacity as  
Vice President of said Corporation to certify which witness my official  
signature and seal of office.



*[Handwritten Signature]*  
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Notary Public in and for  
Harris County, T E X A S

Filed for Record     Oct. 22     A.D., 1976 at 3:30 o'clock P.M.

R e c o r d e d     Nov. 01     A.D., 1976 at 11:50 o'clock A.M.

DICK CUNY, County Clerk, Waller County, Texas

By Louise Mikolajewski Deputy