

RESERVATIONS, EXCEPTIONS,
DEDICATIONS AND RESTRICTIONS

THE STATE OF TEXAS X
COUNTY OF HARRIS X

KNOW ALL MEN BY THESE PRESENTS:

That, GEORGE W. ZELUFF II, hereinafter called Developer, does hereby publish and set forth the following restrictions, exceptions, reservations, easements, covenants and dedications applicable to an unrecorded subdivision of a certain 59.959 acre tract of land situated in the Harris County School Lands Survey, A-332, Harris County, Texas, said 59.959 acre tract of land being a part of the George Zeluff 157.907 acre tract of land that is out of Lots 1, 2, 8 and 9, Section II, of the division of the Harris County School Lands Survey, as recorded in Volume 17, pages 222-223, Deed Records of Harris County, Texas, said 59.959 acre tract being re-survey out of the 157.907 acre tract of land January 24, 1978 and be-scribed as follows:

Tracts 1 through 20, inclusive, Section I.

RESTRICTIONS

The hereinafter restrictions shall affect all of the tracts in Said Property.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of all tracts in Said Property as a restricted district, set aside for residential use, the following restrictions upon the use of said Property are hereby established and shall be referred to, adopted and made a part of each and every contract and Deed executed by Developer, conveying Said Property or any part thereof, by appropriate reference to these restrictions, making the same a part of such conveyance to all intents and purposes as though incorporated at length therein; and said restrictions shall be and are hereby imposed upon each tract of Said Property and same shall constitute covenants running with the land, and shall inure to the benefit not only to Developer, its successors and assigns, but to the benefit of each and every purchaser of tracts in Said Property and their heirs, legal representatives, successors and assigns; and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

All of the restrictions, covenants and reservations herein, as well as those appearing in any deed or other conveyance, to any part of said tracts shall be construed together, but if any one of the same shall be held to be invalid, or for any reason not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

1.

These restrictions shall be effective until October 1, 2008, and thereafter these restrictions shall be automatically extended for successive periods of ten years each unless an instrument in writing, signed and acknowledged by the then owners of a majority of the acreage of Said Property has been recorded in the Harris County Deed Records, agreeing to change said restrictions in whole or in part.

2.

This property shall be used for single-family residence purposes only. No commercial enterprise shall be carried on upon any tract in Said Property.

3.

The term "residence purposes" as used herein, shall be held and construed to exclude hospitals, commercial and industrial usages, apartment houses, duplex houses, and multiple family houses of any kind, and any such usage of the tracts in Said Property is hereby expressly prohibited.

4.

No more than one main living unit may be constructed on each tract with the exception of one "servant's" quarters type unit which may be constructed after completion of the main residence.

5.

The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, and other permanent parts of the improvements except roofs.

6.

No building material of any kind or character shall be placed or stored upon Said Property until the owner is ready to commence improvements, and then such material shall be placed within the property line of the tract upon which the improvements are to be erected, and shall not be placed on the road. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly.

7.

No signs, billboards, posters or advertising device of any character shall be erected on Said Property except one sign of not more than three square feet advertising the property for sale or rent, or except signs used by builders to advertise the property during the construction period, which signs shall be removed when the property has been sold and occupied. The Architectural Control Committee, hereinafter provided for, will have the right to remove any such sign, advertisement or billboard or structure which is placed on any tract and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

8.

No livestock of any description or fowls, sheep, goats, pigs or hogs shall be kept on any of these tracts, except that three horses, three calves and a maximum of ten chickens may be kept on each tract, provided that the facilities for same are maintained in a sanitary condition; however, this shall not prevent keeping of common household pets, provided they are not kept, bred or maintained for any commercial purpose.

9.

All tracts in Said Property must be properly cared for and mowed and no part of Said Property shall be permitted to grow up in grass, weeds, or underbrush that will be obnoxious or present an unsightly appearance, and no accumulation of trash, rubbish, or other unsightly obstacles on the premises, the easements, or in the road will be permitted. In no event shall any tract be used for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. In the event of default on the part of the owner or occupant of any tract in observing the above requirements or any of them, and such default continues after ten (10) days written notice thereof, the Architectural Control Committee, hereinafter provided for, shall without liability to the owner or occupant in trespass or otherwise, enter upon said tract and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure

compliance with these restrictions so as to place said tract in a neat, attractive and sanitary condition and may charge the owner or occupant of such tract for the cost of such work. The owner or occupant, as the case may be agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

10.

No building shall be erected or located on any tract nearer to the front line or nearer to the side street line or nearer to the interior side property line than the minimum building set back lines as herein defined as follows:

TRACTS I through 10: Reserve sixty (60') feet set back building line and adjacent to North property line;

TRACT I: Reserve eighty (80') feet set back building line adjacent to East property line;

TRACTS I through 10: Reserve fifty (50') set back building line adjacent to South property line;

TRACTS II through 20: Reserve fifty (50') feet set back building line adjacent to North property line.

II.

All buildings in Said Property shall be of sound and new construction. The use of mobile homes, pre-manufactured homes and/or pre-fabricated homes is expressly prohibited. No old residence shall be moved upon and located upon any tracts in Said Property. The minimum floor space for the principal dwelling shall be not less than one thousand six hundred (1,600) square feet, exclusive of garage and open porches. No building shall be erected, altered or permitted to remain on any tract other than one detached single family residential dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not less than one nor more than four (4) cars. Notwithstanding the foregoing, one storage building and one barn may be erected to the rear of the residential dwelling, is of sound and new construction, and the erection of same is approved by the Architectural Control Committee as herein provided.

12.

No building shall be erected, placed or altered on any tract until the construction plans and specifications, and a plat showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography, and finish grade elevation. No fence or wall shall be erected, placed or altered on any tract nearer to any road than the minimum building set back lines herein defined, unless similarly approved. The Architectural Control Committee is composed of three members whose names and addresses are:

George W. Zeluff III	1413 Britmore, Houston, Texas 77043
O.A. Berlin, % Strong Engineering Inc.	P.O. Box 55646, Houston, Texas 77055
Victor Saub	5331 Edloe Houston, Texas 77005

A majority of the committee members may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed or to be performed pursuant to this covenant. At any time, the then owners of a majority of the acreage shall have the power through a duly recorded written instrument to change the membership of the Committee, or to withdraw from the Committee or to restore to it any of its powers and duties. The Committee's approval or disapproval as required herein shall be in writing. If the Committee or its designated representative fails to give written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required, and the related covenant shall be deemed to have been fully satisfied.

12.

No activity, whether for profit or not, shall be carried on any tract which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any tract which may be or become an annoyance or a nuisance to the neighborhood.

13.

No boat trailers, boats, travel trailers, mobile home, inoperative automobiles, campers or vehicles of any kind are to be semi-permanently stored in the public road right-of-way described in Exhibit "A" attached hereto. Semi-permanent is defined as exceeding a twelve (12) hour period of time.

14.

No tract 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.

15.

All water wells shall be built in accordance with County Health Department standards. No open or pit type toilets shall ever be constructed upon the tract except for approved portable toilets during construction, and all septic sewage systems shall be constructed in accordance with the standards then approved by the governmental authority having jurisdiction of such matters, whether same be city, county or other governmental authorities. The drainage of sewage into any road, street or alley is expressly prohibited.

16.

These restrictions and covenants may be enforced by proceedings at law or in equity against any person, corporation, partnership or entity violating or attempting to violate any covenant or restrictions either to restrain such violation and/or to recover damages.

17.

These restrictions shall be binding upon Developer, his successors and assigns, and all parties claiming by, through or under him, and all subsequent owners of any part or parcel of Said Property, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; provided, that no such person or corporation shall be liable except in respect to breaches committed during his, their or its ownership of Said Property. The violations of any such restrictions, covenants or conditions shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against Said Property, or any part thereof, subject nevertheless, to restrictions, covenants and conditions herein set forth. The owner of any tract in Said Property shall have the right to prevent a breach of any such restrictions, covenant or condition, or to enforce performance of same, in the manner hereinabove

TRACTS I through 10: The South thirty (S.30') feet of said tracts;

TRACTS 11 through 20: The North thirty (N.30') feet of said tracts.

This is a grant and dedication of a right-of-way and easement for public road purposes.

All roads or driveways to and from the tracts shall have county approved culverts where the property adjoins any public roads, or where it adjoins the bar ditch on "the road". "The road" as used herein refers to the sixty (60') foot road tract as herein defined in paragraph of Dedications and Reservations.

Developer and Grantor hereby expressly excepts and reserves from this grant and dedication the right to negotiate and convey utility easements for the benefit of Said Property, provided that such utility easements shall not prevent the use of said sixty (60') foot wide road easement tract for road purposes, said utilities to be placed in, on, over and along said sixty (60') foot wide road easement tract.

(a) Said Property shall be subject to an annual maintenance fee charge of Sixty and No/100 (\$60.00) Dollars per tract per year to be paid annually in advance to GEORGE W. ZELUFF II on the 1st day of December of each year, beginning December 1, 1978. Said road maintenance fee charge shall be held by GEORGE W. ZELUFF II in trust to be used for the maintenance and/or improvement of the sixty (60') foot wide easement tract herein described and such road maintenance fee charges may be expended by GEORGE W. ZELUFF II as in his judgment will be most effective in maintaining and/or improving said road. GEORGE W. ZELUFF II shall also have the right to use said road maintenance fund to reimburse any "out of pocket" bookkeeping expenses incurred in connection with collecting and accounting for said road maintenance fund.

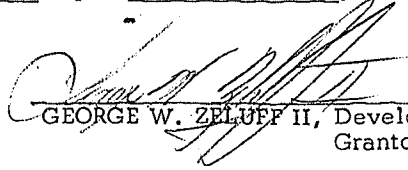
(b) To secure payment of the said road maintenance fee charge levied against the property as above described, a vendor's lien is hereby expressly reserved against Said Property. However, it is expressly provided that said vendor's lien securing payment of said road maintenance fee charge is and shall be secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the owner of Said Property or any parcel thereof to secure the payment of moneys advanced or to be advanced on account of the purchase price and/or the improvement of Said Property or any parcel thereof. Said road maintenance fee charge and the vendor's lien securing payment of same shall remain effective for the full term and extended term, if extended, as hereinabove provided, of the foregoing restrictions and covenants. If said Harris County accepts said sixty (60') foot road easement tract for maintenance purposes, then this road maintenance fee charge shall not be owing for any year commencing December 1 immediately following said acceptance by said Harris County of said road easement tract for maintenance purposes. In the event said road maintenance fee charge is not paid when due as hereinabove provided, and GEORGE W. ZELUFF II employs an attorney to enforce collection of same, a reasonable attorney's fee shall also be owing therefore and such reasonable attorney's fee shall also be secured by the Vendor's Lien herein reserved on Said Property.

(c) PURCHASES ARE HEREBY GIVEN NOTICE THAT IN THE EVENT HARRIS COUNTY AGREES TO ACCEPT THE ABOVE DESCRIBED 60 (60') FOOT EASEMENT TRACT FOR MAINTENANCE PURPOSES, THE SAID HARRIS COUNTY WILL NOT UP-GRADE THE STATUS OF SAID ROAD TO A BLACK TOP ROAD, OR OTHER IMPROVED SURFACE, WITHOUT A FULL ASSESSMENT TO THE THEN FEE HOLDERS OF PROPERTY ADJOINING SAID ROAD FOR ALL COSTS OF LABOR AND MATERIALS TO BE EXPENDED BY HARRIS COUNTY IN THE IMPROVEMENT OF SAID ROAD.

(d) The owners of a majority of the acreage in Said Property shall have the right to elect a successor to GEORGE W. ZELUFF II as Trustee for collecting and handling the road maintenance fee charge with each holder of any portion of Said Property to be entitled to one vote in the same manner and on the same basis for the number of acres which it owns. At any time a successor trustee to GEORGE W. ZELUFF II for handling and collection of said road maintenance fee charges is so duly elected in said manner, and evidence of such election is presented to GEORGE W. ZELUFF II, then he shall deliver any funds on hand in said road maintenance fee fund to such successor trustee, together with an accounting for his prior handling of said funds so collected within Twenty (20) days after being furnished evidence of such election of said successor road maintenance fund trustee. Such election or the appointment of successor trustee for said purposes shall be evidenced by a written instrument filed for record in the Deed Records of Harris County, Texas, in order to afford public notice as to the name of the acting and duly elected trustee of said road maintenance fund.

The CULLEN SAVINGS ASSOCIATION join in the execution of this instrument as lienholder to evidence its consent and certification of the adoption of these restrictions as hereinabove provided.

EXECUTED this _____ day of _____, 1978.



GEORGE W. ZELUFF II, Developer and Grantor

CULLEN SAVINGS ASSOCIATION

By: 

Lienholder

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared GEORGE W. ZELUFF II, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity stated therein, and as the act and deed of the said GEORGE W. ZELUFF II.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day _____, 1978.

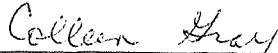
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared *Milby Hart* known to me to be the person whose name is subscribed to the foregoing instrument, as *Vice President* of CULLEN SAVINGS ASSOCIATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the *4th* day of *April*, A.D. 1978.



Notary Public in and for Harris County, Texas