

600162

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CREEK RIDGE FARMS

THIS DECLARATION, made this 19th day of December, 2005, by EVANS INVESTMENTS, INC. hereinafter referred to as "Developer";

WITNESSETH:

WHEREAS, Developer is the owner of that certain real property (the "Properties") located in Waller County, Texas, known as "Creek Ridge Farms" as shown on the plat of Creek Ridge Farms recorded in Volume 0924, Page 510 of the Official Records of Waller County, Texas; and

WHEREAS, Developer desires to provide for the preservation of the values and for enhancing the desirability and attractiveness of the Properties.

NOW, THEREFORE, the Developer hereby declares that the Properties, as shown on the plat of Creek Ridge Farms recorded in Volume 0924, Page 510 of the Official Records of Waller County, Texas (hereinafter referred to as the "Creek Ridge Farms Plat"), shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the above described Properties, or any part thereof, their heirs, executors, successors, and assigns, and shall inure to the benefit of each Owner hereof.

1. Single Family Residential. The Properties, hereinafter referred to as "Building Sites," shall be used only for single family residential purposes, and no building shall be erected or permitted to remain on any Building Site other than one detached single family residential dwelling and a private garage for not less than two (2) cars. As used herein, the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses and no Building Site shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes.
2. Site Size. Each single family residential Building Site shall contain not less than two and one half (2.5) acres of property.
3. Minimum Square Footage of Improvements Constructed on Property. The living area on the ground floor of the main structure exclusive of open porches and the garage shall not be less than two thousand ~~two hundred~~ (2,000) square feet for one-story dwellings. The total square feet for a multi-story dwelling shall not be less than two thousand ^{THREE} ~~two~~ hundred (2,300) square feet.
4. Manufactured Homes. No pre-manufactured and/or mobile homes may be placed on the property.

5. Location of the Improvements Upon the Building Site. All residential buildings and other buildings shall be built or placed on the property no closer than 70 feet to all public streets and no closer than 20 feet to all side and back lot lines.

6. Barns and/or Out Buildings. Property owner may construct barns and/or out buildings under the following conditions:
 - A. All barns or out buildings shall be constructed of wood or metal.
 - B. All construction material must be new.
 - C. The barn and/or out building shall be located no closer than 100 feet from any public road and no closer than 20 feet to any side or back property line.

7. Annoyance or Nuisances. No noxious or offensive activity shall be permitted or carried on upon any of the property nor shall anything be done thereon which may become an annoyance or a nuisance.

8. Temporary Structures and Site Alteration. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any of the property at any time as a residence.

9. Property Maintenance. Property shall at all times be maintained by the owners or occupants in such a manner as not to be unsightly or constitute a fire hazard or health menace.

10. Livestock. Property owners may own and raise horses on the property. Other livestock including dogs and cats, may be kept on the subject property as pets or as a hobby for domestic or family use only, however, livestock, dogs and cats may not be boarded, raised commercially or allowed to become a nuisance. FFA and 4-H Club projects shall not be considered commercial.

11. Driveways. No driveway or culvert from any street, road or driveway to any Building Site shall have an opening of less than eighteen inches in diameter to provide for the free and uninterrupted drainage in and along such ditches. All culverts installed on public roads must be installed at the direction and in compliance with current sizes as required by Waller County regulations.

12. Enforcement. Any owner who has purchased a tract of land in this subdivision known as Creek Ridge Farms shall have the right to enforce by any proceeding at law or in equity all reservations, restrictions, covenants and conditions now or thereafter imposed by the provisions of these deed restrictions. Failure by any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

13. Architectural Control. No buildings or improvements of any character shall be erected, constructed, placed or erection begun on any Building Site until the construction plans and specifications and a plot plan showing the location of the structure or improvements have been submitted to the Developer and approved

as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures, and as to location with respect to the building setback lines. Developer shall review all plans and specifications and plot plans submitted to it within fourteen (14) days thereafter and, shall issue its approval or disapproval thereof. In the event the required documents and information are not approved or disapproved within thirty (30) days after receipt thereof by the Developer then approval will not be required and the requirements for approval shall be deemed to have been fully satisfied. Further, the approval required herein is conclusively presumed upon the substantial completion of the building and improvements. In the event of the death, resignation or inability of Developer to act, then Norco Investments, Ltd. shall assume the duty to assume Architectural Control or Norco may appoint two or more Creek Ridge Farms property owners to create an Architectural Control Committee.

At anytime, the then recorded owners of sixty percent (60%) of the Building Site owners shall have the authority by duly recording a written instrument to remove Developer or Norco Investments, Ltd. from Architectural Control and create an Architectural Control Committee and authorize such Committee to assume full authority hereunder and issue final approvals or disapprovals required hereunder.

14. Duration of the Above Restrictions. The covenants and restrictions of this Declaration shall run with and bind the land for and until January 1, 2025 at

which time the restrictions shall automatically renew for a period of one (1) year. During the (1) one year renewal period, Owners of at least seventy percent (70%) of the Building Sites may renew or modify the restrictions for an additional period of time by recording a written instrument outlining the decisions of the voting Building Site Owners. Such instrument shall be signed and notarized by no less than seventy percent (70%) of the eligible Building Site Owners and recorded in the property records of Waller County, Texas. If there is no agreement to renew or modify the Restrictions by the required seventy percent (70%) of Building Site Owners, then these Restrictions shall terminate as of January 26, 2026.

Norco Investments, Ltd., A Texas Limited Partnership, the holder of a lien covering all or a portion of the property, Evans Investments, Inc., Developer have executed this declaration to evidence their consent to the imposition of the foregoing covenants, conditions and restrictions.

IN WITNESS WHEREOF, the undersigned, being the Developer herein and the Lienholders have executed this Declaration to be effective, this the 19th day of December 2005.

DEVELOPER:

EVANS INVESTMENTS, INC.

By: [Signature]
Joe E. Evans, President

RETURN TO:
JOE E. EVANS
9601 JONES Rd.
Suite 239
HOUSTON, TEXAS 77065

THE STATE OF TEXAS

COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared Joe E. Evans acting in his capacity as President of Evans Investments, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of December, 2005.

STAMP NAME AND EXPIRATION DATE OF COMMISSION BELOW:

Lope Williams
Notary Public in and for the State of Texas

