

## **RESTRICTIVE COVENANTS**

### **Basic Information**

Declarant: Linda R. Assaf  
Declarant's Address: 19631 Becker Road  
Property: Lot 1-A, being a part of a replat of Lots 5 & 6, Pinewood Valley, according to a map or plat thereof filed under Instrument Number 1808476, Official Public Records of Waller County, Texas

### **Definitions**

"Covenants" means the covenants, conditions, and restrictions contained in this instrument as being identical to those set out in deeds recorded under Instrument Numbers 1900544 and 1901070, Official Public Records of Waller County, Texas.

"Declarant" means Linda R. Assaf, an individual.

"Lot" means each tract out of the Subdivision.

"Owner" means every record Owner of a fee interest in the Property.

"Subdivision" means the "Parent Tract" which is described under Instrument Number 1803959, Official Public Records of Waller County, Texas.

### **Clauses and Covenants**

#### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Property. It being understood that each of the other Lot owners has agreed to the Covenants by accepting the same in their deeds.
2. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in the Property.
3. Each Owner and occupant of the Property agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

#### **B. Uses and Term**

1. The Property shall be used for single-family residential purposes only.

2. It is expressly stipulated and agreed that 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. This provision does not prohibit the maintaining of a recreational vehicle, camper or motor home on the property which is used for off-site recreational purposes.
3. The covenants, conditions, and restriction of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by 100 percent of the owners of land within the 13.78 acre "Parent Tract". The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by 100 percent of such owners. Neither shall any amendment nor any termination be effective until recorded in the deed records of Waller County, Texas, and all requisite governmental approvals, if any, have been obtained.

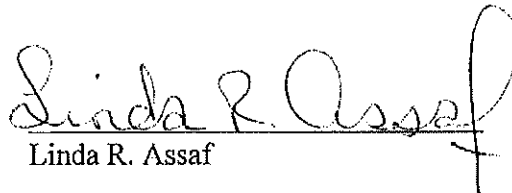
**C. General Provisions**

1. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

2. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

Executed this the 1<sup>st</sup> day of July, 2019.

DECLARANT:

  
Linda R. Assaf

THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF Harris           §

On the 1st day of July in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Linda R. Assaf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Lorie L. Hoagland  
Notary Public

Lorie L. Hoagland  
Printed Name of Notary Public

My Commission Expires: 12-16-19

**FILED AND RECORDED**

**Instrument Number: 1905549**

Filing and Recording Date: 07/08/2019 01:22:01 PM Pages: 4 Recording Fee: \$24.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in cursive script that reads "Debbie Hollan".

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Debbie Hollan, County Clerk  
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

simplifile, Deputy

Returned To:  
HTC HEMPSTEAD  
920 13TH STREET  
HEMPSTEAD, TX 77445