

THE STATE OF TEXAS
COUNTY OF ORANGE

266486

KAREN JO VANCE

'04 APR -2 P2 22

**RESTRICTIVE COVENANTS
LANGHAM FOREST ESTATES
PHASE II**

COUNTY CLERK
ORANGE COUNTY, TEXAS
BY *Officer Schuchter* DEPUTY

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, Meredith-Smith Enterprises L.P., is the owner of real estate situated in the Thomas Bowles Survey, Abstract No. 249, and the Susannah Frazier Survey, Abstract No. 11, Orange County, Texas, which has been platted into a subdivision known as LANGHAM FOREST ESTATES, PHASE II, more fully shown on map or plat recorded in Volume 10, Page 141, Map Records of Orange County, Texas;

WHEREAS, for the orderly sale and construction of improvements upon the said subdivision, Meredith-Smith Enterprises L.P., a Texas Limited Partnership acting herein by and through its duly authorized officer or officers; hereinafter sometimes referred to as "Owner", and as "Dedicator", does hereby impress the said property with the following restrictive covenants:

1. **TIME:** These restrictive covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for 5 years, and will renew automatically every 5 years thereafter, from the date of recording of these restrictions.
2. **LEGAL PROCEEDINGS:** If the parties hereto, or any of these, successors, or assigns shall violate any covenants herein, it shall be lawful for the "Owner" or any person owning property under these restrictions, to prosecute any proceedings at law or in equity against the person or persons attempting to violate any such covenant, and either to prevent him or them from so doing, or to recover damages or other dues for such violation. Furthermore, the duty to bring such proceedings of law against the violators, will not fall upon the "Owner".
3. **INVALIDATION:** Invalidation of any of these covenants by judgement or court order shall in no wise affect any other provision that shall remain in full force and effect.
4. **DWELLINGS:** There shall be erected on Lots No. 11-34, (1) single family residential dwelling, containing not less than 2000 square feet of living area excluding garages and porches. No dwelling will be allowed to be moved onto any tract of land. No mobile or modular homes will be allowed. Land purchasers will be permitted to have travel trailers or motor homes, but these vehicles will not be allowed to be used as residences. All property will be restricted to residential use only.
5. **CONSTRUCTION MATERIAL:** All dwellings will be constructed on a concrete slab. All material used on the exterior of such dwelling will be new in quality, save and except antique stone or brick. All main dwellings will be constructed of not less than 50% stone, brick or stucco. All buildings constructed on the property must be in a dried-in condition within six months of the start of construction. Dried-in condition is defined as the exterior of the structure having the appearance of being complete. Garages must have the walls and ceiling finished with an appropriate finishing material, and in the case of sheetrock being used, the inside of the garage must be painted. Detached garages will be allowed but the material used must be in harmony with the material used on the main dwelling.

6. **LANDSCAPING/PROPERTY MAINTENANCE:** All property owners must have the front yard of the main dwelling landscaped within a period of one (1) year of completion of the main dwelling. Landscaping is defined as at a minimum, having grass planted, and having some type of landscaping along the length of the front of the main dwelling. All tracts of land will be mowed after purchase of land, at least monthly during the growing season, and kept in good condition, as not to be unsightly to the rest of the subdivision. No property shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. All incinerators or other equipment for storage or disposal of such material, shall be kept in a clean and sanitary condition. The property shall not be used for the storage or care of any machinery, except for those being used and operated by the owner or any member of the owner's family. No tract of land will be used to store cars or trucks which do not have a current license and registration. No vehicles will be stored on these properties not meeting these conditions. Each individual mailbox must be wrapped or covered in either brick or stone.
7. **OUTBUILDINGS:** Garages, storage houses, outbuildings, barns or stables subject to the restrictions hereinafter specified, may be built upon said property prior to the construction of the main dwelling; however, if any of the outbuildings mentioned above are constructed on the property before the main residential dwelling, then construction on the main residential dwelling must commence withing a period of two (2) years. None of the outbuildings mentioned above will be used for residential purposes. All barns, and outbuildings will be of good quality and workmanship, and the buildings will be constructed of brick, stone, wood, vinyl, or metal. Corrugated tin will not be allowed on any structure built on the tract of land. Any outbuildings used for the housing of livestock will be restricted to the very back of the property, no closer to the main dwelling than 200' from the back property line. In the case of corner tracts of land, the outbuilding will be located at the furthest corner from the side street.
8. **SETBACK LINES:** The front of all tracts shall be considered that side of the tract which has the narrowest street frontage. No building shall be located nearer the front property line, or any street line, than forty (40) feet, or any nearer the side or rear of the property than fifteen (15) feet.
9. **FENCING:** Fencing will be of good quality, attractive in appearance, and maintained in good condition at all times. All fence lines will be kept clear of growth. No fencing will be constructed as to impede safe traffic flow or visibility at all times. Fencing material of all kinds will be allowed that meets the conditions above; however, cyclone, wire, barbed wire, or rope fencing will not be allowed from the front of the main dwelling to the front of the property line. Fencing must be constructed to maintain harmony within the subdivision. Any fencing constructed to house livestock will be restricted to the back of the property, no further than 200' from the rear property line.
10. **DOMESTICATED ANIMALS:** Owners will be allowed to keep horses or cows for domestic purposes on tracts of land that are two (2) acres or larger; however, no persons will be allowed to keep more than one (1) horse or cow per acre, and a maximum of four domesticated animals on any give tract. Swine, poultry or sheep will not be allowed on any tract of land. All pets and livestock must be kept and maintained upon the property to which the owner of each animal or animals holds title, and shall not be permitted to run loose and be unattended on streets or other tracts of land, so as to be a nuisance to any adjoining owners. All livestock will be stabled. Stable and corral areas will be kept clean and maintained in good condition at all times.

11. **PROHIBITED USAGE:** All property herein is restricted from the usage or use in the construction, operation, and conduct of a church, or any form of joint religious services, nor shall any house, after the house has been constructed thereupon, be used for church or religious services, as aforesaid. Neither shall the property be used for the congregating of any numbers of persons for political, civic, social or commercial purposes; no gun clubs or commercial riding stables shall be permitted upon any property. This does not restrict family gatherings or reunions. No noxious or offensive activity shall be carried on upon any property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors.
12. **SEWER SYSTEMS:** All tracts of land will have an on-site aerated septic system maintained in good condition at all times, with sufficient capacity for the home dwellers and in accordance with the laws of the State of Texas and the County of Orange until such time a regional sewer system is in place.
13. **APPLICATION:** The set of restrictions applies to Lots No. 11-34, and may or may not match the restrictions set forth for further development of subsequent phases developed on land adjacent to this subdivision.
14. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot or tract except one professional sign of not more than 24"x 24" advertising the property for sale, rent, or lease. The developer shall be exempt from this provision.
15. **ARCHITECTURAL COMMITTEE:** There is hereby constituted, designated and appointed by the "Owner", a committee consisting of three (3) persons for reviewing and approving or disapproving any and all plans prior to construction of a main dwelling unit or garage upon any tract of land. The initial three (3) people shall be Crystal S. Meredith, Larry L. Meredith and Richard S. Smith, hereafter referred to as the "Architectural Committee". An approval form will be filled out, signed, and issued to the land owner by the "Architectural Committee", prior to any construction being started on any tract of land, to assure restrictions being adhered to. Should a member of the "Architectural Committee" be unable to serve or resign the remaining two (2) members shall appoint a successor to serve in such capacity. The Architectural Committee shall act on all plans and specifications within thirty (30) days of submission.
16. **MINERALS:** No person, persons, firm or corporation shall at anytime use the property for the purpose of exploring for oil or gas, mining rock, gravel, sand or dirt.
17. **WATER WELLS:** Owner/Dedicator, its successors or assigns, shall have the right to drill for water wells and construct storage and pumping stations on property adjacent to this subdivision, without having violated these restrictions; such wells, pumps, and storage tanks being considered "utilities", and not "commercial usage", as that term is herein defined.
18. **REVISIONS:** Owner/Dedicator, with the exception of paragraph 5 above, which neither the Dedicator/Owner, nor any future owner has the right to lessen, but can add to, reserves the right to amend or modify these restrictions at any time without the joinder of any person, corporation, or lending institution.
19. **STREET AND UTILITIES:** Owner/Dedicator may dedicate streets, and grant utility easements on, over and across this property and will be so marked on the subdivision plat. When so dedicated or granted, they become superior to these restrictions.

20. **EASEMENTS:** Owner/Dedicator reserves an easement for locating utilities 10 feet in width along all sides, including front, rear and all side lines of the lots in this subdivision. In addition the utility providers shall have the necessary right of ingress and egress as needed for the purpose of setting service poles and utility poles as may be necessary to service homes, barns, shops and other outbuildings, The utility providers shall also have the right to trim trees and other vegetation so as to keep the utility lines free of interference.
21. **ASSIGNMENT:** Owner/Dedicator reserves the right to assign and/or sell all of its rights and powers set out herein any person, partnership, or corporation at any time. The assignment or sale may be as to a specific paragraph herein or in toto.
22. **ANNUAL MAINTENANCE CHARGE:** Each tract in the aforementioned subdivision is hereby made subject to an annual maintenance charge for the purpose of creating a subdivision maintenance fund to be known as "Maintenance Fund", except that no lot or plot shall be assessed or subject to any maintenance charge while owned by the undersigned. The Maintenance Fund shall be used only for the upkeep of the entrance area, including lighting, utilities, landscaping, signage and public liability insurance. The maintenance charge shall be first assessed against each tract no less than 30 days after the date that real property is acquired. The maintenance charge shall be assessed against each tract on the date or dates chosen by the undersigned Developer and shall be no more frequent than semi-annually. A statement reflecting the amount of the assessment with respect to each tract shall be mailed or otherwise delivered to each tract owner (and the holder of the mortgage on such lot, if applicable) as soon as practicable after each assessment date. The amount of each assessment shall be paid by the owner of each lot (or the holder of the mortgage on such lot, if applicable) to the Developer within ten (10) days after the assessment date. Any maintenance charge assessed hereunder and not paid when due shall bear interest from the date due until paid at the highest rate allowed by law, said rate not to exceed eighteen percent (18%) per annum. After all future phases of Langham Forest Estates have been completed, the owners of all Langham Forest Estates Phases II plus other proposed phases of Langham Forest Estates have been completed by the Owner/Dedicator and all lots in this and other succeeding phases have been sold, the Owner/Dedicator shall establish a procedure for the election by all lot owners of a Maintenance Fund Committee consisting of Five (5) owners of tracts in this and succeeding phases of Langham Forest. After election, the Maintenance Fund Committee shall establish such rules as may be necessary to conduct business, collect dues and provide for subsequent elections. In no event, during the time the Owner/Developer collects fees and after the fees are collected by the Maintenance Fund Committee, shall the annual maintenance charge exceed One Hundred Dollars (\$100.00) per year.

Executed this 30TH day of March, 2004.

MEREDITH-SMITH ENTERPRISES L.P.

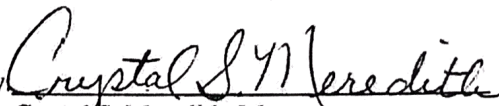
By 
Crystal S. Meredith, Manager

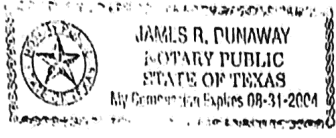
EXHIBIT "A"

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THE STATE OF TEXAS

COUNTY OF ORANGE

This instrument was acknowledged before me on March 30, 2004, by Crystal S. Meredith, Manager, on behalf of Meredith-Smith Enterprises, L.P., a Texas Limited Partnership.



James R. Dunaway
Notary Public, State of Texas
Printed Name of Notary
My commission expires: _____

FB + Ret. James Dunaway
PO Box 100
Orange Tx 77631-0100
11⁰⁰ + 5⁰⁰ RP + 1⁰⁰ SF

EXHIBIT "A"
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STATE OF TEXAS COUNTY OF ORANGE

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 Real Property of Orange County, Texas, on

APR 02 2004



James R. Dunaway
COUNTY CLERK, Orange County, Texas