

RESTRICTIONS

188-15-1853

BEAR CREEK ESTATES SUBDIVISION
an unrecorded subdivision in
Harris County, Texas

BERNARD GROSCHKE
ROBURDA GROSCHKE

TO: THE PUBLIC

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

WHEREAS, the undersigned, Bernard Groschke and his wife Roburda Groschke hereafter sometimes called the "Developer" is the fee title owner of the following described property, to wit:

A tract of land containing 33.000 acres, being part of and out of that called 100 acre tract of land described in deed recorded in Volume 627, Page 42 of the Deed Records of Harris County, Texas, in the W.C.R.R. Company Survey, Abstract 907, in Harris County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod marking the northwest corner of the W.C.R.R. Company Survey, at an interior corner of the W.C.R.R. Company Survey, Abstract 343, at the northwest corner of the aforesaid called 100 acre tract of land;

THENCE EAST, along the north line of the said called 100 acre tract of land on the north line of the W.C.R.R. Company Survey, Abstract 907, on the most northerly south line of the W.C.R.R. Company Survey, Abstract 343, and following the south line of the W.C.R.R. Company Survey, Abstract 909, a distance of 1202.85 feet to a 1/2 inch iron bolt marking the northeast corner of the said called 100 acre tract of land;

THENCE S 00° 09' 30" W, along the east line of the said called 100 acre tract of land, a distance of 1194.98 feet to a 5/8 inch iron rod marking the northeast corner and the POINT OF BEGINNING of the herein described tract.

EXHIBIT "B"

THENCE S 00° 09' 30" W, along the east line of the said called 100 acre tract of land, a distance of 1194.82 feet to a point, at the southeast corner of the herein described tract;

THENCE WEST, parallel and 2,389.80 feet from the north line of the W.C.R.R. Company Survey, Abstract 907, a distance of 1203.19 feet to a point on the east right-of-way line of Stacy Road, also on the West line of the said called 100 acre tract of land on the west line of the W.C.R.R. Company Survey, Abstract 907.

THENCE N 00° 10' 00" E, along the west line of the said called 100 acre tract of land, on the west line at the W.C.R.R. Company Survey Abstract 907, on the east line at Stacy Road, 60 feet wide, a distance of 1194.82 feet to a 1/2 inch iron rod marking the Northwest corner of the herein described tract;

THENCE EAST, parallel and 1194.98 feet from the North line of the W.C.R.R. Company Survey, Abstract 907, a distance of 1,203.02 feet to the POINT OF BEGINNING.

AND WHEREAS, Developer is desirous of developing the above-described tract of land for homesites, said development to be commonly known as BEAR CREEK ESTATES SUBDIVISION, an unrecorded subdivision in Harris County, Texas, and for the purpose of creating and carrying out a uniform plan for the improvement and sale of homesites out of said above described property as restricted homesites, the following restrictions upon the use of said property are hereby established and adopted, and each contract deed or other instrument with respect to said above described property or any part thereof shall, by reference to this instrument, be subject to these restrictions; and the restrictions hereinafter set forth are hereby imposed upon the subject property, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Developer, his heirs, legal representatives and assigns, and all subsequent purchasers of said property or any part thereof, and their heirs, legal representatives, successors and assigns, and each such party, by virtue of accepting a contract, deed or other instrument covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth:

1) The above described property is subject to (1) Roadway Easement and (2) Utility Easement set out in instrument bearing County Clerk's File Number F 470728 and recorded in Volume 264, Page 75 of the Map Records of Harris County, Texas, as amended by instrument bearing County Clerk's File Number F 476177 and recorded in Volume 264, Page 109 of the Map Records of Harris County, Texas.

2) No homesite in said subdivision shall be less than one (1) acre in size, and no part of said property or improvements shall be used for anything other than private residential purposes. The use of any property in said subdivision or any improvement for any commercial, business or professional purpose is hereby expressly prohibited.

3) Only one (1) single family dwelling shall be erected on any homesite although there may be erected on any such homesite, improvements, other than the home, to be used in connection with the home, including, but not by way of limitation, a garage, barn, stable, servants quarters and guest houses, but none of such improvements shall be used for rental purposes unless the entire homesite, and all improvements thereon, is rented for the purpose of a single family dwelling.

4) As to any such homesite or tract of land in said subdivision, no tent, lean-to, shack or other temporary structure of any character shall be constructed on any homesite, nor shall any structure, trailer, basement, garage, barn, out-building, or any part thereof be used as a dwelling pending the completion of the main dwelling house to be constructed thereon. Garages and out-buildings that are appurtenant to the use of a residence may be erected on each homesite upon which a main dwelling has or is being erected.

5) No main dwelling or residence building may be erected on any homesite having living area (floor area) of less than 1900 square feet, exclusive of garages or other appendages. All basic improvements of a structural nature shall be of reasonably conventional construction.

6) All improvements or additions to same shall be substantially and safely constructed, painted and kept in good repair and all homesites shall be kept in a clean and sanitary condition.

7) No main residence building or out-building shall be created, placed or altered on any homesite nearer to the front lot line (the center line of the roadway easement) than 80 feet or nearer to the side lines than 25 feet. The term "main residence building" or "out-building" as used in this paragraph with reference to the building lines shall include galleys, porches and every other pertinent part of the improvements, except a parapet wall; steps or the extension of the eaves of the roof. Each homesite may be fenced on the outside lines of the homesite except that no portion of the roadway easement shall be within the fence lines.

188-15-1856

8.) No live stock of any kind may be kept on any homesite, except that no more than two (2) horses may be kept so long as such horses are stabled on the rear 40 feet of the homesite. A reasonable number of pets, such as dogs and cats, may be kept, but only for the use and pleasure of the owners of the homesite and not for any commercial purpose. However, wherever horses and/or pets are kept, fences shall be provided to restrict their imposition on neighboring homesites.

9.) Each dwelling unit shall be connected to a sewage treatment and disposal system designed, located and constructed in accordance with the rules and regulations of Harris County, Texas.

10.) No advertising sign or signs may be displayed on any homesite or easement, except to advertise the sale of the homesite, or the sale and construction of any residence by builders.

11.) No material of any kind or character shall be placed or stored upon the property until the owner is ready to commence construction of improvements, and then such material shall be placed within the property lines of the homesite upon which the improvements are to be erected, and shall not be placed in any easement.

12.) No noxious or offensive activity shall be carried on upon any homesite, nor shall anything be done thereon which may be or may become a nuisance or an annoyance to the neighborhood, including, but not limited to, loud noise, use of any type of firearms or use of any electrical devices which may interfere with radio or television reception.

13) The owners or occupants of all homesites, whether improved or not, shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner

14) No owner or builder shall commence construction on improvements until a driveway and drainage pipe has been installed. The driveway shall be constructed of at least 6" of crushed limestone commencing from the roadway and continuing across the said drainage pipe and onto the premises. Said drainage pipe shall be 18" concrete culvert pipe set to permit the free flow of water along the road drainage ditches.

15) No unsightly storage that is visible from the road or from any other homesite shall be permitted on any homesite.

16) All of the restrictions and covenants herein set forth shall continue and be binding upon Developer, his heirs, legal representatives and assigns, and upon the purchasers, their heirs, legal representatives, successors and assigns, of all such homesites until January 1, 2002 and shall automatically be extended thereafter for successive periods of ten (10) years provided, however, that the

188-15-1858

This conveyance is made by Grantors and accepted by Grantees subject to those restrictions contained in the attached Exhibit "B", which restrictions are made a part hereof reference to which is here made for all purposes and to the easements and rights-a-ways referred to in said Exhibit "B" and the subdivision plat of Bear Creek Estates Subdivision, an unrecorded subdivision in Harris County, Texas. This property herein conveyed is additionally subject to all outstanding oil, gas, and mineral interests, leases and conveyances effecting the oil, gas and minerals, on, in and under the premises herein conveyed, including, but not limited to, royalties, bonuses, rentals and all other rights in connection with same. Ad Valorem taxes for the calender year of 1978 have been prorated to the date of this conveyance and the payment of same are assumed by Grantees.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Richard V. Phegley and wife, Anna Marie Monroe Phegley, their heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Richard V. Phegley and wife, Anna Marie Monroe Phegley, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Houston, Harris County, Texas
this 8th day of February, A.D. 1978

Witness at Request of Grantor:

Bernard Groschke
Bernard Groschke

Roburda Ella Gummert Groschke
Roburda Ella Gummert Groschke

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of HAR

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Bernard Groschke and wife, Roburda Ella Gummert Gruschke

known to me to be the persons S, whose names S are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of February, A. D. 1928

(L. S.)



Bernadette A. Spaw
Notary Public in and for Harris County, Texas

BERNADETTE A. SPAWN
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS,
County of _____

WIFE'S SEPARATE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A. D. 19____

(L. S.)

Notary Public in and for _____ County, Texas.

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS,
County of _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ and _____ his wife, both

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____ wife of the said _____

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A. D. 19____

(L. S.)

Notary Public in and for _____ County, Texas.

THE STATE OF TEXAS,
County of _____

I HEREBY CERTIFY that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office on the _____ day of _____, A. D. 19____, at _____ o'clock _____ M., and was duly recorded by me on the _____ day of _____, A. D. 19____, in Vol _____ page _____ of the Records of Deeds of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in _____ the day and year last above written.

(L. S.)

County Clerk _____ County, Texas.

RETURN TO:
HORNOR SHELTON
2100 MILHAM BLDG. SUITE 1500
HOUSTON, TEXAS 77002

By _____ Deputy.