

RESTRICTIONS

That Seaport Realty Company, a Texas Corporation, being the owner of all of Brazos Valley, Section 1, a subdivision in Fort Bend County, Texas, according to the plat of said subdivision recorded in Volume 371, page 142, Deed Records of Fort Bend County, Texas, to which plat and the dedication thereof reference is here made for all purposes, does hereby adopt and make applicable to all of said subdivision, except Reserves A, B, C, D, E, and F, the reservations, restrictions, conditions and covenants hereinafter set forth.

Reservations

(1) The legal and fee simple title in and to each and all of the several streets, roads, easements, parks and other public areas, as shown on the map or plat of said subdivision is hereby reserved in Seaport Realty Company, its successors and assigns, subject only to the limited dedications as reflected by said map or plat.

(2) Seaport Realty Company reserves the exclusive right to construct and operate in, over, upon, along and under said streets and roads a transportation system or systems; and to erect and maintain therein and thereon wires and poles for the purpose of constructing and maintaining a system of electric lights, power, telegraph and telephone lines and connections; and to construct, lay, and maintain in, along and under any and all of said streets and roads and along easements provided therefor, all pipes and conduits necessary and proper for the construction and maintenance of a system of drainage and a system of sewerage and for the supply of water, gas, light and power, and telephone service to said addition and the inhabitants thereof; and for all other purposes incident to the development and use of said property as a community unit.

(3) Neither Seaport Realty Company, nor any utility company using the easements as shown on the recorded plat of said addition, shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees, or other property of the owner situated on the land included within the area of such easements.

(4) It is understood and agreed that the title conveyed by Seaport Realty Company to any lot or parcel of land in said addition by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, or other utility lines or appurtenances thereto.

(5) Seaport Realty Company reserves the right to install a public water supply system serving said addition, and when said system is installed

Seaport Realty Company shall have the right to make an assessment of \$2.00 per front foot on the lots and tracts within said addition, which assessment shall be secured by the vendor's lien upon properties hereafter conveyed by Seaport Realty Company. Such assessment shall be made by directing a written notice thereof to the last owner of such properties as reflected by the deed records of Fort Bend County, Texas, to the address of such owner as reflected by the Fort Bend County Tax Collector's tax roll. Such assessment shall be due and payable on or before 60 days from the date of the mailing of such notice, all past due assessments to bear interest at the rate of 10% per annum. Such assessment does not include the cost of water meter installation, nor the cost of making actual connection to the public water supply line, which line shall be located either in the street or easement adjoining such property.

(6) It is specifically agreed that no purchaser of any lot in Brazos Valley, Section 1, or any additional section of Brazos Valley hereinafter platted, shall, by reason of such purchase, acquire any right, vested or otherwise, to the use of the bridle paths or any other recreational facilities provided for said subdivision, Seaport Realty Company expressly reserving to Valley Lodge, Inc., its successors and assigns, the exclusive control and management of same, and use of any such bridle paths or any other recreational or community facilities to be strictly subject to such regulations as may be established and prescribed by Valley Lodge, Inc., and to be strictly for the exclusive use of Valley Lodge, Inc., its members and their authorized guests.

Restrictions

(1) These restrictions shall be effective until January 1, 1969, and shall automatically be extended thereafter for successive periods of 10 years; however, that the owners of a majority of the square foot area of the lots or tracts in said addition, may release, alter, amend or change any of such restrictions either as to the entire addition or to portions thereof, such release, alteration or change to be effective either on January 1, 1969 or at the expiration of any 10 year period thereafter. Such release, alteration, or change shall be effected by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing same for record in the office of the County Clerk of Fort Bend County, Texas, at any time prior to 2 years preceding January 1, 1969, or at any time prior to 2 years preceding the expiration of any successive 10 year period thereafter.

(2) All lots in said addition shall be used for residential purposes only, EXCEPT that Reserves A, B, C, D, E, and F may be used for business or commercial purposes. Free and unencumbered title to said reserves is retained

by Seaport Realty Company, its successors and assigns, and no easements or rights therein are created in favor of any person or purchaser of any lot by reason of designation of said reserves on the plat of the subdivision.

(3) All structures erected on any lot or tract in this subdivision shall be of a western or ranch style design and architecture in order to conform to the general ranch and western theme of this subdivision.

(4) No building shall be erected, altered or placed on any lot or tract in said subdivision, including business or commercial property, until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and with the western or ranch style theme of the subdivision, as to compliance with these restrictions, and as to location of the building with respect to topography and finished ground elevation by a majority of an Architectural Control Committee composed of A. E. Bailey, V. L. Evans, and Earl L. Browning.

In the event of the death or resignation of any member or members of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate and appoint a new member with like authority.

In the event said committee or its designated representative fails to approve or disapprove such design and location within 30 days after such plans and specification have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee shall cease on and after January 1, 1965. Thereafter the approval described in this covenant shall not be required, unless, prior to said date, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded in the office of the County Clerk of Fort Bend County, Texas, appointing a committee who shall thereafter exercise the same powers herein granted.

(5) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located nearer than 25 feet to the front property line or nearer than 10 feet to an interior lot line.

(6) No portion of a lot less than the whole shall ever be used as a

building site, nor shall a fractional part of a lot be used for any other purpose other than in conjunction with an adjoining whole lot.

(7) No noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(8) No sign of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period, or small signs designating names of the owner of such property. No signs shall be erected without the prior consent of the Architectural Control Committee created hereby.

(9) No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any part or edge of any open water course, except that clean fill may be placed nearer provided the natural water course and flow is not altered or blocked by such fill.

(10) The ground floor area of the main structure of any residential building shall be not less than 1200 square feet, exclusive of open porches and garages.

(11) No trailer, basement, tent, shack, garage, barn or outbuilding shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(12) The removal of dirt from any residential lot is expressly prohibited, and no excavation, except such as may be necessary for the construction of improvements, shall be permitted.

(13) All lots shall be kept in a neat and orderly condition; grass and weeds shall be cut regularly and trash, junk, and refuse shall not be kept or allowed on any lot, nor shall unsightly articles, objects or things be placed thereon. In the event of default in the strict performance of this covenant, Seaport Realty Company, its successors and assigns, may, without notice to the owner thereof, enter upon said premises and cut grass and weeds thereon, and remove and dispose of trash, junk, and unsightly articles of objects. Upon any such work being done, Seaport Realty Company, its successors and assigns, shall render a written statement of the expense thereof to the owner of such lot, who shall immediately pay the full amount thereof in cash. All such obligations of owner to pay such amounts shall be secured by a lien upon and against the lot or tract upon which such work was performed. The necessity of the performance of such work shall be in the sole discretion of Seaport Realty Company, its successors and assigns.

(14) No cesspool shall ever be dug, used or maintained on any lot, and

whenever a residence is constructed on any lot, it shall provide an inside toilet and shall be connected with a septic tank until such time as sanitary sewers may be available for use in connection with such lot. Drainage of septic tanks into roads, streets or open ditches is strictly prohibited. All septic tanks and connecting installations shall be installed and maintained in strict accordance with the rules and regulations of the State Board of Health and all other applicable governmental regulations. No outside toilets shall be allowed.

(15) The exterior of all frame structures, and all framework on the exterior of all other structures shall be covered immediately upon completion with at least two coats of good paint or other type of wood preservative approved by the Architectural Control Committee.

(16) Drainage structures used under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of $1\frac{3}{4}$ square feet (18-inch diameter pipe culvert) or of such larger size as may be required to insure proper drainage. Culverts must be used for driveways and for walks, and shall be installed in a manner that will not obstruct the flow of water in ditches and their inside bottom must be even with or below the level of the ditch.

(17) Domestic pets, and domestic animals and livestock, other than swine, may be kept on the premises, provided they are not kept, bred, or maintained for commercial purposes. Quarters and shelter for any such animals shall be built and kept in a neat and sanitary manner. Buildings for housing any such animals shall be located not nearer to the front line of any lot than two-thirds the depth of such lot measured along the shorter of its side lines. Adequate fences shall be maintained for any such animals in order to prevent their trespassing on other properties. All refuse must be disposed of and all applicable health regulations must be strictly complied with. Seaport Realty Company, its successors and assigns, reserves the right to make such additional rules and regulations concerning the keeping of pets, animals, and livestock as it may deem proper and desirable to maintain the addition in a high class and healthful manner.

(18) No fence, structure or surface impediment of any kind shall be built, kept or maintained on the areas shown on said subdivision plat as bridlepaths or easements.

(19) The residential property herein described is hereby subjected to an annual maintenance charge at a rate to be determined by the Board of Directors of Valley Lodge, Inc., a Texas Corporation, for the purpose of creating a fund to be known as "Brazos Valley Maintenance Fund" to be paid by Grantees from the undersigned and all subsequent owners of the herein described residential property, in conjunction with a like charge to be paid by

the owners of other lots in said Brazos Valley, Section 1, and other sections of Brazos Valley, which said charge shall be payable to Valley Lodge, Inc., a Texas Corporation, on January 1 of each year, commencing January 1, 1959. Such annual maintenance charge shall not exceed \$60.00 per lot per year, and shall be uniform regardless of the size of the lot. To secure the payment of such a maintenance charge, a vendor's lien will be retained against the above residential property, premises and improvements in deeds from the undersigned in favor of Valley Lodge, Inc., its successors and assigns, and it shall be the same as if a vendor's lien was retained herein in favor of the undersigned and assigned by proper assignment to Valley Lodge, Inc., without recourse on the undersigned in any manner for the payment of said charge and indebtedness. Such annual charge may be adjusted from year to year by the Board of Directors of Valley Lodge Inc. Seaport Realty Company herein agrees to pay its proper proportion of said fund for the unsold residential lots fully developed as saleable lots owned by it in said Brazos Valley. Valley Lodge, Inc. shall apply the total fund arising from such charge, so far as the same may be sufficient, toward the payment of expenses incurred for any and all of the following purposes; constructing and maintaining sport and recreational facilities, improving, beautifying and maintaining parks, parkways, right of way easements, esplanades, bridle paths, and other public areas, collecting and disposing of garbage, ashes, rubbish and the like; payment of legal and all other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which annual maintenance charge applies, payment of all reasonable and necessary expenses in connection with the collection and administration of said maintenance charge, employing policemen and watchmen, providing fire protection, caring for vacant lots, subsidizing bus service, and doing any other thing necessary or desirable in the opinion of Valley Lodge, Inc. to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the addition, it being understood that the judgment of Valley Lodge, Inc., in the expenditure of said funds shall be final and conclusive as long as such judgment is exercised in good faith. As to this and other existing or hereafter developed sections of Brazos Valley and on which a maintenance charge is collected from the owners of the lots therein similar to the foregoing charges, the maintenance fund composed of charges collected from the several owners of this and such other sections of Brazos Valley may be expended for the purposes above enumerated, in all or any of such sections in which the maintenance charge is collected. Such maintenance charge shall in any event remain effective until January 1, 1969, and shall automatically be extended thereafter for successive periods of ten (10) years each; provided,

however, that the owners of a majority of the square foot area of all lots in the various sections of Brazos Valley subject to such maintenance charge may revoke such maintenance charge on either January 1, 1969, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement, or agreements, in writing for such purpose and filing the same for record in the office of the County Clerk of Fort Bend County, Texas, at any time prior to January 1, 1967, or at any time prior to two (2) years preceding the expiration of any successive ten (10) year period.

It is contemplated that Valley Lodge, Inc., or its assignees or nominees will construct various community improvements within said subdivision, and in such event will find it necessary to secure adequate financing for such construction.

Valley Lodge, Inc. is hereby given the express power, right, and authority to pledge, assign, transfer, convey, hypothecate, collaterally assign or otherwise mortgage any moneys paid or to be paid into the Maintenance Fund in connection with the financing of such construction, or in the repayment thereof to any person advancing funds therefor.

Seaport Realty Company shall have the right to modify the restrictions with reference to location of setback or sideline restrictions to such extent as it deems for the best interest of the addition as a whole, but such modification must be in writing.

If any of the aforesaid restrictions, covenants, conditions, and easements are violated, it shall be lawful for the said Seaport Realty Company, and its heirs, successors and assigns, or any other person or persons then owning real estate in said subdivision, to enforce the performance or said restrictions and to enjoin the violation or attempted violation of the same, or any such party or persons owning any real property situated in subdivision may prosecute any proceedings at law or in equity against any such person or persons so violating or attempting to violate the same, and in addition thereto shall be entitled to injunctive relief, and shall also be entitled to any damages or other dues for violations of these restrictions. Invalidation of any one of the restrictions, covenants, conditions, or easements by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed this the 15th day of October, A. D. 1957.