

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF MONTGOMERY

**RESTRICTIONS AND COVENANTS GOVERNING
WHITE OAK HILLS, SECTION 2
MONTGOMERY COUNTY, TEXAS**

THAT, Whereas, E. B. PEAVY CONSTRUCTION CO., INC., hereinafter called "Developer," is the Owner and Developer of all lots and reserves in **WHITE OAK HILLS SUBDIVISION, Section 2**, a Subdivision in the Jose Maria De La Garza A-15 Survey, Montgomery County, Texas, as per plat in Cabinet O Sheets 83 and 84, of the Plat Records of Montgomery County, Texas.

WHEREAS, it is the desire of the DEVELOPER to place restrictions, covenants, conditions, stipulations, reservations, and easements upon and against said Subdivision in order to create and carry out a uniform plan for the improvement, development and sale of the lots and reserves therein for the benefit of the present and future Owners of said property.

NOW, THEREFORE, the covenants, conditions, restrictions, and easements, hereinafter set out, shall be, and the same are, made applicable to **WHITE OAK HILLS SUBDIVISION, Section 2**, also called "Subdivision" and shall apply uniformly to each contract or deed conclusively held to be executed, delivered, and accepted subject to the following covenants, conditions, restrictions and easements as though set out in full or by reference in said contract or deed:

1. GENERAL LAND USE

All lots and reserve, known as **WHITE OAK HILLS SUBDIVISION, Section 2**, described above in the recorded plat shall be used for single family residential purposes only and shall not be used for any business, commercial or professional purpose except Lot 1, Block 1 pt. which shall be used for the purpose of operation of the subdivision water well/water plant. Any subdivision of a lot or reserve must meet all governmental rules and regulations. There shall not be more than one (1) residence per lot or reserve, and not more than one (1) family per residence and in no case shall there be more than seven (7) people in any residence.

Residences shall be allowed to have one room designated as a home office. The intent of this restriction is to allow for a home business that is converted to a computer/modem-based technology. It is further understood that this restriction is not to be construed to be used for retail/consumer oriented business that would encourage or increase street traffic.

2. DWELLING SIZE AND CONSTRUCTION

A. All residential structures, other than manufactured homes, shall contain not less than 1,000 square feet of living area, excluding garages, car ports, and porches. All structures used for residential purposes, other than mobile homes or manufactured housing, must be constructed on the premises, unless approved by the Developer, and once construction has started on a building of any type, it shall be completed within six (6) months from the time construction commenced. If the building is not completed within that period of time, appropriate legal action can be taken to require the Owner to remove the incomplete portion of the building from the premises. Any addition such as porches, sheds, garage, bedrooms, etc., must be built with new material and with good workmanship and must be approved in writing prior to construction. Garages and storage sheds must be enclosed on all sides and must have a door. No carports without written approval by the Architectural Control Committee. No home shall be painted pink.

B. Manufactured homes may be used as a residence provided that it contains not less than 1,000 square feet and is not less than 14 feet wide. Residents of manufactured homes are required to provide an outside storage building that contains not less than eighty (80) square feet within sixty (60) days of move in. A double wide manufactured home may be used as a residence provided it is no less than 44 feet in length. Manufactured homes, double wides or larger, which do not exceed five (5) years old at time of move in will be permitted in Block 1 Lots 1-16 and 41, Block 2 Lots 1-12 and 26. Single wide manufactured homes which do not exceed five (5) years old at time of move in will be permitted in Block 1 Lots 2-19 and Lots 22-35 and Block 2 Lots 2-11 and Lots 14-26. Double wides or larger only will be permitted on lots fronting White Oak Hills Boulevard, however, no homes will be permitted to face White Oak Hills Boulevard. All manufactured homes must be under pinned with approved brick, stone, aluminum or wood upon move-in and all material must be painted to match the exterior color of the manufactured home. Immediately after or before moving a manufactured home onto any lot or reserve, it is necessary that a building permit be secured from the office of the planning departments, Permit Division, Montgomery County, Texas. Any addition such as porches, sheds, garage, bedrooms, etc., must be built with new material and with good workmanship and approved by the Architectural Control Committee prior to construction. No manufactured home shall be painted pink.

3. BUILDING LOCATIONS

There shall be a 10' setback line along the side and rear lot lines of each lot and front set back lines along the various streets as shown on the recorded plat of this subdivision. All structures of any kind shall be placed within the lot lines. Should there be more than one lot owned by one Owner to be used as a homesite then said multiple lots shall be considered as one lot in determining the location of side lot lines and/or rear lot lines. The Architectural Control Committee shall make the final decision regarding the location of the home and any other improvements constructed on the property.

4. DRIVEWAYS

Driveways may be built of brick, stone, concrete, asphalt or other materials approved by the Developer. Broken bricks and roof tile are not acceptable driveway materials. All concrete driveways shall be constructed with quality grade concrete, four and one-half (4 ½) sack cement per cubic yard and be reinforced with a minimum of #6, 6" x 6" welded wire mesh, or one and one-half (1 ½) Type "D" modified asphalt with a six (6) inch compacted limestone (or approved equal) base material. Driveways' width shall be a minimum of nine (9) feet. If more than one driveway is constructed on a common Property, such driveways shall be separated by a minimum distance of at least twenty (20) feet. Driveways shall be constructed so as to prevent normal street flooding from entering upon the adjoining Property accessed by the driveway.

5. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building, manufactured home, or other improvements shall be erected, placed or altered including any walls, fences or hedges or the erection begun, or changes made in the design thereof after original construction on any tract until the construction plans and specifications and in the case of a mobile home over five (5) years in age, actual photos of the exterior or actual inspection of the unit prior to a move in, and a site plan showing the location of the structure of improvements have been submitted to and approved by the Architectural Control Committee, or its assignee as hereinafter provided, as to use, compliance with these restrictions, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. The Committee's approval or disapproval as required herein shall be in writing. The Architectural Control Committee is composed of three (3) members to be designated by the Developer. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the Architectural Control Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out

herein shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in location where, in its judgment, such deviation will result in a more beneficial use.

Such approval must be granted in writing and when given will become a part of these restrictions. The Architectural Control Committee may assign to a Property Owner's Association, if one is formed, any and all rights reserved to the Architectural Control Committee hereunder. Any such assignment shall be evidenced by a proper instrument in writing recorded in the Official Public Records of Real Property of Montgomery County, Texas. The Owner of any tract will be individually responsible for the installation of septic systems on this tract, and the septic systems must meet the applicable federal, state or local jurisdictional restrictions.

6. ANNOYANCE OR NUISANCES

No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities especially prohibited include, but are not limited to the following:

- A. The use or discharge of firearms, firecrackers or other fireworks within the Properties.
- B. Storage of flammable liquids in excess of five gallons.
- C. Activities which may be offensive by reason of odor, fumes, dust, smoke, vibration or pollution which are hazardous by reason of excessive danger, fire or explosion.

7. TEMPORARY STRUCTURES

No structure of any temporary character, trailer, travel trailer, basement, tent, shack, garage, (except for living quarters contained therein for bonafide servants) barn or other outbuildings shall be used on any lot and reserve at any time as a residence either temporarily or permanently. A temporary building may be placed on the Subject Tract only if such building is necessary as a construction shack, and its placement on the Subject Tract shall be allowed only if approved by Grantor upon prior request in writing made to Grantor. Manufactured housing installed as a permanent residence shall not be considered temporary structures or trailers.

8. SIGNS

No signs of any kind shall be displayed to the public view on any lot and reserve except one sign of not more than eight (8) square feet advertising the property for sale or rent, or signs used by a builder or manufacturer to advertise the property during construction and sale period. No part or portion of the subject tract shall be used to lease billboards on a commercial basis, it being the intent that such prohibition does not prevent a developer or other seller of all or part of the subject tract to advertise the subject tract.

9. LIVESTOCK AND POULTRY

No animals, livestock, swine, poultry, felines or canines of any kind shall be raised, bred or kept on any lot and reserve except for FFA (4-H) projects that are approved in writing by the Architectural Control Committee in its sole discretion and/or not more than two (2) dogs, two (2) cats or other household pets, (goldfish, exotic fish, parakeets, parrots and other birds and fish normally sold in pet stores may be kept but not for breeding, raising or resale) may be kept. Under no circumstances shall animals that are normally found in the wild, including but not limited to pumas, cougars, lions, tigers, panthers, leopards, cheetahs and all other non-domesticated felines, wolves, bears, buffalo, bison, snakes (both constrictors and venomous) and all other non-domesticated animals of any kind shall be raised, bred or kept on any lot or reserve. In addition, not more than one horse for every 1.5 acres owned provided that they are not kept, bred, or maintained for any commercial purposes. All animals shall be kept within the boundaries of the lot and reserve unless accompanied by the Owner. Dogs, cats or other household pets may be kept provided that they are not kept in commercial quantities, bred or maintained for any commercial purpose. All dogs shall be kept within the boundaries of the lot and reserve unless accompanied by the

Owner. No dogs are permitted to run loose and Owner acknowledges that loose dogs will be picked up by Montgomery County Animal Control.

10. WALLS AND FENCES

Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall be not closer to front street property lines than the lot boundary line and no closer than the lot boundary line to side street lines. Any erection of any wall, fence or other improvements on any easement is prohibited. Unless otherwise approved, fences along and adjacent to any road or street must be constructed of wood boards or approved vinyl fencing and painted white. All other fences and walls will be constructed of wood, chain link or masonry. No temporary fences shall be allowed. Hog wire, critter fence, and other types of wire fence may only be used with written approval from the Architectural Control Committee. No barbed wire is permitted.

11. LOT/YARD MAINTENANCE

The Owners or occupants of all Lots shall at all times keep all weeds and grass, including fence rows, thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to the construction of improvements as herein permitted. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. The accumulation of garbage, trash or rubbish of any kind is not permitted. The Owners or occupants of any Lots at the intersection of streets or where the rear yard or portion of the Lot is visible to full public view shall construct and maintain suitable enclosure to screen the following from public view; yard equipment, toys, wood piles or storage piles which are incident to the normal residential requirements of a typical family. No visible clutter of any kind shall be permitted.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer and/or the Association or their assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments shall be made to the Developer and/or the Association in the same manner as the Maintenance Charges.

No owner or contractor may enter upon the Lot adjacent to the one on which he is building for the purpose of ingress or egress to his Lot during or after construction unless such adjacent Lot is also owned by such Owner or such Owner has written approval from the adjacent Lot Owner. Such approval must be furnished to the Committee. All adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building debris during construction of improvements.

12. HOME MAINTENANCE

The Owners of all lots shall at all times keep their home and improvements in a clean attractive appearance, i.e. leaf removal, mold removal, painting, replacement of missing pieces, including but not limited to trim, skirting, siding, broken windows, and/or any other component that would constitute an unsightly appearance. It is the responsibility of each Owner to maintain their home as necessary. The Architectural Control Committee shall have the right and authority to intervene as deemed necessary.

13. GARBAGE AND REFUSE DISPOSAL

No lot and reserve shall be used or maintained as a dumping ground for rubbish. Trash, garbage and

other waste shall be kept in sanitary containers. All incinerators or other equipment for storage of such material shall be kept in a clean and sanitary condition. The periodic burning of tree limbs, leaves, and other yard debris shall be permitted only if the fire is attended by an adult at all times, however, the burning of trash and garbage on any tract is prohibited. No garbage or other waste shall be kept upon the Subject Tract except in sanitary containers. Notwithstanding the foregoing, no hazardous substance shall be brought onto, installed, used, stored, treated, disposed of or transported over the subject tract, and all activities on the subject tract shall, at all times, comply with applicable law. The term "hazardous substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") 42 U. S. C. SS9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U. S. C. SS6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "applicable law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U. S. C. SS1251 et seq., The Clean Air Act, or a successor statute, 42 U. S. C. SS7401 et seq., and any other local, state and/or federal cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

14. SEWAGE DISPOSAL

Sewer or disposal units shall be installed to meet the county minimum standards. No septic line shall drain into the street or onto property belonging to other persons. All dwellings or Manufactured homes placed upon any tract shall contain sanitary facilities including toilet, wash basin, tub or shower, and the same must be connected to a functional septic tank or sanitary system approved by the appropriate government authority. The drainage into any road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited. No outside toilet facilities, portable or otherwise, shall be maintained on the Subject Tract, except as such temporary facilities are placed upon the Subject Tract in connection with construction activity. Any sewage disposal system shall be of a type approved by the county and/or state department of health and shall be maintained by Grantee or other Owner at all times in proper sanitary condition and in accordance with applicable state, county and city laws and must be installed prior to occupancy.

15. FIREARMS

The use or discharge of firearms in the Subdivision is strictly and expressly prohibited.

16. VEHICLES

No vehicles, or parts thereof, may be parked in the streets and work vehicles shall be limited to one construction truck or dump truck. No inoperative motor vehicle will be stored or parked on the premises or in the streets. All Owners agree that they will use the streets in a safe, lawful, reasonable and courteous manner. The subject tract shall not be used to store vehicles which do not have a current, valid Texas inspection certificate issued by the Texas Department of Motor Vehicles or Department of Public Safety, and a current license tag, nor to store junk, wrecked cars or other similar materials and no inoperable auto or vehicle shall be parked on any lot and reserve or street, nor permitted to remain thereon for a period in excess of three (3) days.

No unlicensed motor vehicles shall be allowed within the subdivision. No motor bikes, motor cycles, motor scooters, "go-carts," four-wheelers, or other similar vehicles that are not licensed to be operated on the public streets or roads shall be permitted to be operated on the Properties, if, in the sole judgement of the Association, such operation, for reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owners, their tenants, and their families.

17. OFF STREET PARKING

Both prior to and after the occupancy of a dwelling on any lot and reserve, the Owner shall provide for appropriate space for off-street parking for vehicle and/or boat. Any boat, camper, and/or recreational vehicle shall be stored behind the permanent residence and out of sight from the street.

18. CUTTING TIMBER AND REMOVAL OF DIRT

The digging and removal of dirt, gravel, iron ore, or any other surface substance are expressly prohibited except as may be necessary in conjunction with the landscaping or construction on such lot and reserve. Further, there shall be no timber cut or trees removed on such lot and reserve except as may be necessary in the construction of a dwelling or placing of a Manufactured home thereon without the written approval of Developer or the Architectural Control Committee.

19. RIGHT OF MORTGAGEES

Any violation by the Owner of any lot and reserve of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot and reserve, at the time that the easement, agreements, restrictions, reservations or covenants are violated.

20. SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way effect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

21. UTILITY EASEMENTS AND CHARGE

There are dedicated and reserved permanent unobstructed utility easements which said easements shall be a burden and charge against such lots and reserve over which the easements extend. The utility easements include the right to remove all trees within the easements and the right to trim overhanging trees and shrubs located on adjacent property thereto.

22. UTILITY RESERVATIONS

The following reservations and easements shall be considered a part of and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed in the conveyance of the various lots and reserve in **WHITE OAK HILLS SUBDIVISION, Section 2.**

A. Developer, its successors and assigns, shall have the right to construct, erect, and maintain over, along and under the several streets, drives, lanes, roads, easements and reserve areas as shown on the above-mentioned subdivision plat of **WHITE OAK HILLS SUBDIVISION, Section 2,** wires, poles for the purpose of constructing and maintaining a system of electrical lights, power, telegraph and telephone lines and connections and to construct, lay and maintain along, in and under any and all of said streets, lanes, drives, roads, easements, and reserve areas all pipe conduits, valves and other necessary and property equipment for the construction of systems of draining, sewage and water supply (retaining also the right to grant or deny to area beyond said SUBDIVISION connection privileges on said drainage, sewage or water systems), gas, light and power, telegraph and telephone service and other utilities to the SUBDIVISION and the lot and reserve Owners therein; and for all other purposes incident to the development and use of said property as a community unit and subdivision.

B. It is agreed and understood that the title conveyed to any lot and reserve or parcel of land in said SUBDIVISION by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric lights, electric power or telephone or telegraph lines, poles or conduits or any other utility or appurtenances thereto constructed by Developer or any public utility companies through, along or

upon any portion of the hereinabove mentioned streets, drives, lanes, roads, easements, and reserve areas, and the right to maintain, repair, sell or lease such lines, utilities, and appurtenance is hereby expressly reserved by Developer, its successors and assigns.

23. MAINTENANCE FUND

Each lot shall be subject to a monthly maintenance charge to be used for the purpose of maintaining of all common areas, maintenance and installation of street paths, parks, pathway's esplanades, vacant lots, lighting, fogging, employing policemen and workmen, paying ad valorem taxes on all common areas, cost of administration of the fund and other purposes necessary or desirable in the opinion of the Administrator of such fund to maintain or improve the property of which it considers to be a general benefit to the Owners or occupants of the property covered by these Restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restriction of this section or subsequent sections of **WHITE OAK HILLS SUBDIVISION, Section 2**. The amount of the maintenance charge shall be set by the Administrator of the funds from time to time subject to the limitations contained herein.

The Developer shall collect and maintain control over the maintenance fund and administer same until all of the lots in **WHITE OAK HILLS SUBDIVISION, Section 2**, are sold by Deed or Contract or for ten (10) years from this date whichever comes first or at any earlier time if the Developer so elects. At that time the Developer shall cause a Property Owners Association to be organized and formed as a nonprofit corporation under the laws of the State of Texas. No other association, group, corporation, individual or any entity other than the association formed pursuant to these Restrictions shall be authorized to collect and administer the maintenance fund.

The Property Owners Association shall consist of all of the Owners of lots in **WHITE OAK HILLS SUBDIVISION, Section 2**, including these sections or any other section which may subsequently be developed on this tract or adjacent land. The name of the Association shall be **WHITE OAK HILLS PROPERTY OWNER'S ASSOCIATION**. Each residential lot Owner from all sections shall be a member of such Association Contract. Prior to incorporation, the Association shall be governed by a Board of Directors consisting of three (3) property owners selected by the Developer at such time as maintenance responsibility and authority is vested in the Association.

Such Association may adopt such By-Laws, Rules and Regulations as it deems appropriate consistent with these restrictions.

No member of the Property Owners Association or their successors or assigns, or the Developer shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Property Owners Association except for theft, fraud or defalcation.

The maintenance charge shall be paid monthly on the first day of each month following the purchase of such lot or lots, or annually in advance and may be prorated through the end of the year. The maintenance charge shall not accrue against any lot in which the legal and/or equitable title is vested in E. B. Peavy Construction Co., Inc., notwithstanding that a lot may have been previously sold by a Deed or Contract and title thereto reverted back to E. B. Peavy Construction Co., Inc. During the time that such fund is administered by the Developer, the monthly charge shall not exceed Five and No/100 (\$5.00) Dollars per month. However, after the Property Owner's Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association. Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien on the lots subject to such charge and the administrator of such funds shall be entitled to foreclose on such Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes

necessary to employ legal counsel to collect past due maintenance charges, such delinquent lot Owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding. No Owner may waive or otherwise escape liability for the maintenance charge provided for herein by nonuse of the Common Area or abandonment of his lot.

The Administrator of funds shall have the sole discretion as to how such money shall be used to comply with the provisions of this paragraph. During all times that E. B. Peavy Construction Co., Inc., is the Administrator of such funds it shall maintain the proceeds in an account separate and apart from all other accounts of WHITE OAK HILLS SUBDIVISION, and shall keep accurate records of all receipts and disbursements. Said funds may be comingled with the funds now held in the account for White Oak Hills Section 1 and may be expended on either Section 1 or Section 2 as may be needed as determined by the Developer. In the event E.B. Peavy Construction Co., Inc., is compelled to advance its own funds to defray expenses of maintenance of the facilities and properties to be maintained by this fund, E. B. Peavy Construction Co., Inc., shall be entitled to repayment at such time as the fund is sufficient.

24. TERMS

These covenants of restrictions are to run with the land and shall be binding on all Owners and reserve of lots and reserve in **WHITE OAK HILLS SUBDIVISION, Section 2**, and all persons claiming under them until January 1, 2011, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (ten) years unless an instrument signed by the then Owners of a majority of the lots and reserve is filed for record in Montgomery County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

25. OIL, MINING AND DRILLING OPERATION

No oil drilling or development operations, quarrying or mining operations, or drilling for water wells or wells of any kind shall be permitted upon or in any lot and reserve. No wells, tanks, tunnel's mineral excavations or shafts shall be permitted upon or in any lot and reserve. No wells, tank tunnel's mineral excavations or shafts shall be permitted upon or in any lot or reserve.

26. ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns and apply equally for the benefit of any subsequent Owner of a lot and reserve or lots and reserves in any section of **WHITE OAK HILLS SUBDIVISION, Section 2**, and his heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one (or more). Any Owner violating these restrictions shall also be responsible for all attorneys' fees and costs of Court incurred by anyone enforcing these restrictions. And because the agreement to conform and comply with these restrictions constitute a part of the consideration, a Vendor's Lien is retained and reserved by and to anyone authorized to and who does in fact enforce these restrictions through legal action in a Court of law to secure payment of attorney's fees and other expenses incurred in the enforcement of these restrictions. Such vendor's lien however, shall be inferior and subordinate to any Deed of Trust, mortgage, to other lien which may be created by any Owner for the construction of any improvements upon such premises.

27. HEADINGS

All sections and paragraph headings used herein are for convenience only, and shall have no efficiency in construing any of the restrictions, covenants, or conditions herein contained.

DATED this 18 Day of Dec., 2000.

E. B. PEAVY CONSTRUCTION CO., INC.

E. B. Peavy
E. B. PEAVY - PRESIDENT

STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me this 18 day of December, 2000, by E. B. Peavy, President of E. B. Peavy Construction Co. Inc., a Texas corporation, on behalf of said corporation.

L. Simpson
Notary Public, State of Texas



AFTER RECORDING, PLEASE RETURN TO:

E. B. PEAVY CONSTRUCTION CO., INC.
C/O BRYAN ANTHONY PROPERTIES, INC.
3504 W. DAVIS STREET
CONROE, TX 77304

FILED FOR RECORD
00 DEC 21 PM 3:35
MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS
Mark Turnbull
DEPUTY

STATE OF TEXAS
COUNTY OF MONTGOMERY
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN
FILE NUMBER SEQUENCE ON THE DATE AND AT THE TIME
STAMPED HEREIN BY ME AND WAS DULY RECORDED IN
THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF
MONTGOMERY COUNTY TEXAS

DEC 21 2000



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS