

RESTRICTIONS AND COVENANTS GOVERNING  
PROPERTY AND LOTS IN ALL SECTIONS OF  
MILL CREEK ESTATES  
A SUBDIVISION IN  
GRIMES COUNTY & WALLER COUNTY TEXAS

THE STATE OF TEXAS        }

COUNTY OF GRIMES AND}                KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WALLER        }

THAT, WHEAREAS Mill Creek Estates for the purpose of creating and carrying out a uniform plan for the improvement and sale of lots in Mill Creek Estates, an addition in Grimes and Waller County, Texas, according to the plat thereof recorded in Volume 293, page 192, of the Deed Records of Grimes County, Texas and according to the plat thereof recorded in Volume 277, page 391 of the Deed Records of Waller County, Texas, the owners of all lots in the said subdivision hereafter referred to as "Owners", desire to restrict the use and development of said property located in Mill Creek Estates, in order to insure that it will be a high-class restricted residential district:

NOW, THEREFORE, Owners acting through its duly authorized officers do hereby impose the following restrictions upon said property included within the subdivisions, which restrictions shall constitution covenants running with the land and with each and every property owner purchasing or owning lots in the subdivision, for their benefit and for the benefit of "Owners", and said restrictions shall constitute covenants running with the land and any beneficiary hereunder shall have the right to enforce such restrictions using whatever legal method deemed advisable.

**A.**

**General Land Use**

All numbered lots in said Subdivision shall be, and are hereby designated to be used for residential purposes only except as hereafter modified under "Section B, Covenants Applying to Residential Lots", and tracts designated as Reserves shall be unrestricted and may be used for any lawful purpose.

**B.**

**Covenants applying to Residential Lots**

1. Owners grant unto power, lighting and communication utility companies an unobstructed aerial easement seventy (70) feet in width from a plane twenty (20) feet above the ground upward centered on the center line of roadways in the subdivision, together with the right of ingress and egress for the purposes of constructing, inspecting, repairing, maintaining and replacing said utility lines.

2. The conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until June 1, 1989, and shall be automatically extended for successive periods of five (5) years unless revoked by a majority of the then lot owners by instrument of record.

3. The property shall be used for residential purposes only. No obnoxious or offensive trades or activities shall be carried on any of the lots or tracts in this subdivision, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in this area. No lot or tract shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the law of the local, state or federal governments. No animals except household pets and horses shall be raised or maintained on the property, and they shall not be maintained in such manner or with such lack of care as to cause offensive odors or noises or so as to otherwise be a nuisance or annoyance to persons of ordinary sensitivity and shall not be maintained on premises within 80 feet of front property line. Horses shall be limited to two horses per acre.

4. No residence shall be built or maintained of an area of less than 1000 square feet, 2200 square feet in Section 8, exclusive of porches and garages. Residences shall be built at least 25 feet from any road in the subdivision and not closer than 5 feet from side or rear boundaries of this property. The exterior of the residence shall be finished during construction and if wood siding is used, other than rough cedar, it shall be painted with at least two (2) coats of paint. No tent, mobile home, modular home, manufactured home, travel trailers, basement, shack, barn or other outbuildings shall at any time be used as a residence, either temporarily or permanently. All outbuildings shall be located to the rear of the residence except the garages may be attached to the residence. When construction of any improvement is begun it shall be completed within two (2) years and no construction material or equipment shall be stored on the property except as construction is begun and continued.

And as a part of this restrictive covenant Mill Creek Estates Association must examine and approve plans of proposed buildings before construction begins and if same are not satisfactorily in architectural or engineering design consistent with other improvements in the subdivision, Mill Creek Estates Association may refuse to approve such construction. Likewise no house or other improvement may be moved onto any lot in this subdivision without prior written approval from Mill Creek Estates Association. Upon completion of construction Mill Creek Estates Association will inspect the property to determine if the construction meets architectural or engineering design consistent with other improvements in the subdivision prior to occupancy.

5. No billboards shall be erected or maintained on any of the property covered by this instrument, however, signs advertising a tract for sale shall not be prohibited.

6. Whenever a residence is established on any tract it shall provide an inside

toilet and shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with such tract. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision and drainage of septic tanks or sewerage into roads, streets, alleys, ditches, ravines or upon open ground shall be prohibited and enforceable as any other violation of these restrictions by any resident in the subdivision. Purchaser, upon constructing any residence upon his tract, shall place a culvert at least 15 inches in diameter at a point between the roadway and his property and shall fill in sufficient dirt over and around same to construct driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch.

7. All tracts or lots are sold subject to easements for public utilities as may be already existing, or as may become reasonably necessary for any public utility to create in the future, right to do so being hereby reserved, so as to permit good development of the subdivision and provide the necessary utilities.

8. If the parties hereto or any one of the purchasers in this subdivision, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, the Mill Creek Estates Association or any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person, or person, from doing so by prohibitive or mandatory injunction and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.

9. No lot, tract or parcel of land contained in this subdivision may be re-subdivided during the first three years following the recording of the plat and thereafter no tract shall be divided into less than one quarter acre tracts, except that the tracts two acres or more may be re-subdivided at any time.

10. Each tract or lot shall be subject to an annual maintenance charge, determined by the current Board of Mill Creek Estates Association, and approved at the annual meeting, by a majority of the vote, for the purpose of creating a maintenance fund for Mill Creek Estates, and which maintenance fund charge shall be paid by the owner for each tract or lot. This maintenance charge shall be secured by a vendor's lien on each tract or lot and when sold by owner such maintenance charge shall be paid. All past due maintenance charges shall bear interest from their due date at 8% per annum until paid. Appropriate restrictions with respect to such maintenance fund and the reservation of the vendors lien shall be included in each contract of sale and/or deed executed and delivered by the owner with respect to each tract or lot. The maintenance fund shall be applied, insofar as it may be sufficient toward payments for maintenance of streets, paths, parks, parkways, esplanades, vacant lots, lighting, fogging, employing policemen and workmen, and any other things necessary or desirable in the opinion of Mill Creek Estates Association, to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being

understood that the judgment of Mill Creek Estates Association in the expenditure of said fund shall be final so long as said judgment is exercised in good faith.

11. Speed limits in the Mill Creek Estates subdivision shall be set at 30 miles per hour for licensed vehicles. Off Road vehicles, three and four wheel vehicles, recreational vehicles, go carts, and any unlicensed vehicles not made for street use will be limited to 10 miles per hour. Any vehicles causing damage to the roads will not be permitted to use roads in Mill Creek Estates.

12. The restrictions contained in this instrument supercede and take the place of the December 10, 1969, and January 12, 1970, executed by Associates Group, Inc., which are recorded in Volume 293, Pages 281 through 283 of the Deed Records of Grimes County, Texas

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2002

MILL CREEK ESTATES ASSOCIATION

ATTEST

\_\_\_\_\_  
Tim Heath-Trustee

\_\_\_\_\_  
Steve Twardowski-Trustee

\_\_\_\_\_  
James Horstman-Trustee

STATE OF TEXAS                    ]  
COUNTY OF MONTGOMERY]

BEFORE ME, the undersigned authority, on this day personally appeared Tim Heath, Steve Twardowski & James Horstman as Trustees of Mill Creek Estates Association, known to me to be the person's whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Montgomery County, Texas

Date: \_\_\_\_\_