

268136

RESTRICTIONS
PINE VISTA MOBILE HOME VILLAGE

DEEDS

THE STATE OF TEXAS X
 X
COUNTY OF MONTGOMERY X

WHEREAS, GMA DEVELOPMENT CORPORATION, a Texas corporation maintaining its principal office in the City of Houston, Harris County, Texas, hereinafter sometimes called "Owner", is the owner in fee simple of the following described lots, tracts and parcels of land, situated in Montgomery County, Texas, to-wit:

Lots One (1) through One Hundred Twenty-Nine (129), both inclusive, in Pine Vista Mobile Home Village, a Subdivision in Montgomery County, Texas, as per the Map or Plat thereof recorded in Volume 9, at Page 58, Map Records of Montgomery County, Texas; and

WHEREAS, it is the desire of the said Owner to establish and adopt a general and uniform plan for the improvement, development, sale and use of the lots in said Pine Vista Mobile Home Village, for the benefit and protection of the present and future owners of lots therein;

NOW, THEREFORE, GMA Development Corporation, being the owner of all of the above described property, does hereby impose the following restrictions upon said property, which said restrictions shall constitute covenants running with the land and shall inure to the benefit of GMA Development Corporation, its successors and assigns, and to each and every purchaser of a lot or lots in said subdivision, and their assigns; and any one of said beneficiaries shall have the right to enforce said restrictions, using whatever legal method is deemed advisable.

SECTION ONE: DEDICATIONS AND RESERVATIONS

1. Owner dedicates the utility easements shown on the aforesaid map or plat for the use and benefit of any utility company operating in Montgomery County, Texas, as well as for the benefit of Owner and its assigns in the subdivision, to allow for the constructing, maintenance and operation of a system of electric light and power, telephone lines, gas, water, sanitary sewers, or any other utility or service which Owner may find necessary for the proper service of lots in the subdivision.

2. Owner reserves the right to impose further restrictions and to dedicate additional easements for utilities on any unsold lots in said subdivision, such restrictions to be imposed and such easements to be dedicated either by instrument in writing duly recorded in the Office of the County Clerk of Montgomery County, Texas, or incorporated in any deed from Owner conveying the lot or lots affected thereby.

3. The Reserve Lot No. 75 shown upon the aforesaid map or plat, recorded in Volume 9, at Page 58, Map Records of Montgomery County, Texas, is specifically excepted and excluded from the operation and effect of these restrictions, covenants, and conditions, and said Reserve Lot 75 may be used for any lawful purpose.

SECTION TWO: RESTRICTIONS, COVENANTS AND CONDITIONS

1. All numbered lots above described except Reserve Lot 75 are hereby designated to be used for residential purposes only and are hereinafter referred to as "residential lots", and no structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one detached single-family dwelling, together with an attached or detached garage or carport for not more than three (3) cars, or one trailer coach, the term "trailer coach" as used herein referring to a portable, single-family dwelling unit with wheels for non-transient use, which such unit is suitable for year around occupancy, together with an attached or detached garage or carport for not more than three (3) cars, and such other outbuildings as may be appropriate for the use and occupancy of such detached dwelling or trailer coach as a single-family dwelling. As used hereby, the term "residential purpose" shall be construed to prohibit the use of said property for duplex houses, garage apartments, or apartment houses; and the use of any residential lot for business or professional purposes of any kind, or for any commercial or manufacturing purposes whatsoever, is strictly prohibited.

2. The ground floor area of any detached single-family dwelling (but not trailer coach), exclusive of open porches and garages, shall be not less than 800 square feet.

3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than twenty (20) feet. No part of any building shall be located nearer than five (5) feet to any interior lot line.

4. No building shall be erected or placed on any lot or combination of lots having an area less than the smallest lot presently platted on the aforesaid plat of Pine Vista Mobile Home Village, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

5. No lots shall be used for any purpose which is notoriously known in advance to create or emit, or does create or emit, odors, vapors or noise so highly obnoxious that the creation or emission of same would constitute public nuisance in the surrounding areas.

6. No garage, barn, or other outbuilding appurtenant to a dwelling or trailer coach shall at any time be used for a residence, either temporarily or permanently, nor shall any structure of a temporary character (a trailer coach as herein defined not considered as being of a temporary character) be used as a residence.

7. All lots shall be kept in a neat and orderly condition; grass and weeds shall be cut regularly; and no unsightly articles, objects, or things shall be placed on such lots or tracts. No lot shall be used or maintained as a dumping ground for rubbish, trash, or junk. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Provided further that no lot shall be used for the open storage of any materials whatsoever except that new building materials used in the construction of improvements erected upon any lot may be placed upon

such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

9. Prior to the occupancy of any trailer coach, such trailer coach must be provided with a foundation upon which such trailer coach may be secured against uplift, sliding, rotations, and overturning, and said trailer coach shall be provided with such devices as will secure the stability of the trailer coach.

10. All trailer coaches shall be "skirted" within thirty (30) days after being placed on an aforesaid lot or tract. To "skirt" a trailer coach means to construct a screen around the trailer coach so that the area between the ground and the bottom of the trailer coach will be obscured.

11. No trailer coach shall be permitted on any lot or tract in Pine Vista Mobile Home Village which is less than twelve (12') feet in width and fifty (50') feet in length.

12. All lots in Pine Vista Mobile Home Village upon which a trailer coach is situated shall provide a minimum of two (2) off-street parking spaces for automobiles or other vehicles, said parking area to be improved with iron ore or similar base within thirty (30) days after a trailer coach has been placed on any lot.

13. Each single-family dwelling or trailer coach placed on an aforesaid lot shall contain complete sanitation facilities, including toilet, wash basin, and bath facilities, and same must be connected with or to a septic tank or to the sanitary sewer system meeting

standards of any governmental authority having jurisdiction. No outside privy of any kind shall be erected, placed or maintained upon any lot. Drainage of septic tanks upon the ground or into roads, streets, drainage ditches, streams or lakes in the vicinity, either directly or indirectly, is strictly prohibited.

14. No major mechanical repairs of automotive vehicles shall be carried out upon any lot, nor shall welding or the fabrication of metal be carried out upon any lot which such welding and fabrication would be noisy and unsightly.

15. All equipment and tools shall be stored in a tool shed.

16. Within thirty (30) days after a trailer coach has been placed on any lot, there shall be provided from a dedicated street adjacent to such lot to the trailer coach itself, or its appurtenant carport, garage, or parking area, a road no less than ten feet (10') in width, said road to be improved with iron ore or similar base.

17. No firearms shall be fired anywhere within Pine Vista Mobile Home Village.

18. No fence or wall shall be constructed upon the aforesaid lots unless it be of either wood, masonry, or chain-link construction and be not more than six (6') feet in height.

SECTION THREE: GENERAL PROVISIONS

1. TERM: These covenants are to run with the land and shall be binding upon all of the parties and all the persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless on or before thirty days prior to the end of any such ten (10)-year period an instrument signed by the then record owners of a majority of the lots has been recorded agreeing to change said covenants in whole or in part.

2. SEVERABILITY: Invalidation of any one of these covenants by judgment or other court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

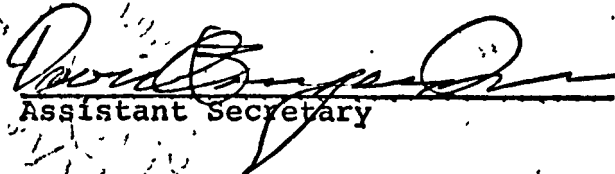
3. RIGHT TO ENFORCE: The restrictions herein set forth shall be binding upon OWNER and its respective successors and assigns and all parties claiming by, through or under them, or any of them, and all subsequent property owners of the hereinabove described lands, and any part of same, each of whom shall be obligated and bound to observe such restriction, covenants, and conditions; provided, however, that no such person, firm or corporation shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any such restriction, covenant, or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect. OWNER, its successors and assigns, shall have the right, but not the duty, to enforce observance and performance of these restrictions, covenants, and conditions, and in order to prevent a breach, or to enforce the observance or performance of same, shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot, lots, or land affected shall have the right either to prevent a breach of any such restriction, covenant, or condition or to enforce the performance of same.

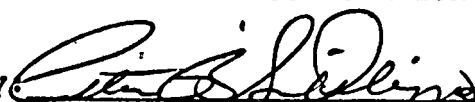
4. This instrument may be executed in counterparts.

EXECUTED this 2nd day of July, A. D. 1971.

ATTEST:

OWNER:
GMA DEVELOPMENT CORPORATION


Assistant Secretary

By 
Senior Vice President

ATTEST:

LIENHOLDER:
GREAT SOUTHERN LIFE INSURANCE COMPANY

[Signature]
Assistant Secretary

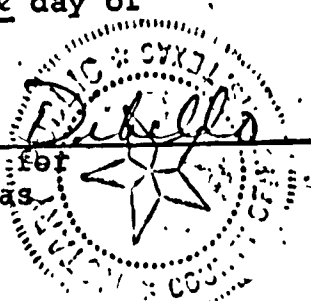
By: Richard B. Bernhardt
Vice President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared PETER B. SAN FILIPPO, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President of GMA DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of July, A. D. 1971.

Suzanne A. Dibello
Notary Public in and for
Harris County, Texas

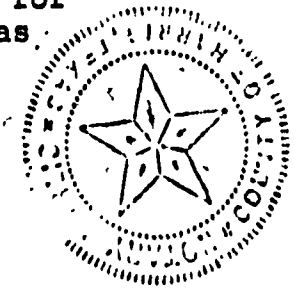


THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Richard B. Bernhardt, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of GREAT SOUTHERN LIFE INSURANCE COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of July, A. D. 1971.

Cecilia L. Fisher
Notary Public in and for
Harris County, Texas



FILED FOR RECORD
AT 7 O'CLOCK P M.

JUL 28 1971

ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
By: [Signature] Deputy