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RESTRICTIONS ON PINEHURST VILLAGE

A SUBDIVISION OUT OF THE B. CANFIELD SURVEY

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ABSTRACT NO. 120, MONTGOMERY COUNTY, TEXAS

DEEDS

THE STATE OF TEXAS X

COUNTY OF MONTGOMERY X

WHEREAS, PINEHURST VILLAGE INC., a Texas corporation is the owner of a certain tract or parcel of land containing 75 acres of land in the B. Canfield Survey, Abstract 120, in Montgomery County, Texas, said property being shown on a Map or Plat thereof recorded in the Map Records of Montgomery County, Texas, under File Number _____.

WHEREAS, said tract has been subdivided into a recorded subdivision known as Pinehurst Village, and it is necessary and desirable for proper and orderly development of said subdivision to place certain restrictions upon said property and each and every individual lot or parcel thereof;

NOW, KNOW ALL MEN BY THESE PRESENTS, that Pinehurst Village, Inc., a Texas Corporation, acting by and through its duly authorized officers, of the County of Montgomery, State of Texas, in consideration of the premises set forth above, do herewith place the following restrictions upon said Pinehurst Village, and each and every part and parcel thereof, to-wit:

1. All these restrictions, easements, and agreements are covenants that run with the land. They are for the protection, use and benefit of all parties hereto and each and every purchaser of any lot or lots in said subdivision, their heirs and assigns and legal representatives, and same shall be binding on all persons and all other persons claiming under them for a period of twenty (20) years from such date of filing in the Office of the County Clerk of Montgomery County, Texas, and after such time these covenants, easements and restrictions shall be automatically extended for successive period of ten (10) years each, unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change the said easements, covenants and restrictions in whole or in part, provided, however, that fifty-one (51%) per cent of the lot owners at any time may amend or change these restrictions as they in their discretion may deem fit and proper to be effected by a proper instrument duly executed, acknowledged and filed for record as aforesaid. In any such instrument, the fifty-one (51%) per cent shall be calculated upon the basis of one vote for each lot in said subdivision which is under these restrictions.

2. It is understood that no act or omission upon the part of any party hereto or any person hereafter acquiring an interest in said property by, through, or under same shall ever be construed as a waiver of the operation or enforcement of these covenants and restrictions, and easements. It is further provided that the invalidation of any one or more of these easements, covenants or restrictions, or any part thereof, by a judgment of a Court, or any court order or in any other fashion, shall not in any way affect the other provisions hereto, which shall remain in full force and effect.

3. It is expressly understood that all lots, tracts, and lands in all sections of said subdivision with the exception hereinafter mentioned shall be known and described as residential lots and property and shall not during the effective dates and periods of this instrument be used or permitted to be used for any other purposes. In this connection, it is understood and agreed that Lots 1, 2, 3, 4, 5, 6, 41, 42, 43, 44, of Pinehurst Village is not in any manner limited and restricted to residential usage, but may be used for commercial purposes. Anything herein to the contrary notwithstanding, however, except for such commercial usage, all restrictive covenants and conditions shall apply to the said Lots however, that in the event of its use for commercial purposes that the square footage may be less than one thousand (1,000) square feet, and all restrictions against billboards or any other type of advertising are also waived; however, should such lots be used for residential purposes then residential restrictions shall apply in every respect.

4. A Mobile Home may be used as a residence, providing that it shall be a minimum of ten (10) feet wide, fifty (50) feet long, or a total of five hundred (500) square feet. No Mobile Homes older than five (5) years shall be placed on any residential lot. All Mobile Homes must be in first class condition. It is agreed and understood that before a Mobile Home is moved onto this property, it must be approved by the developer, its successors or assigns, or a committee elected by the majority of the property owners. All Mobile Homes must be underpinned by either brick, stone, aluminum, wood or corrugated plastic materials. Aluminum and wood materials must be painted to match the exterior color of the Mobile Home. Underpinning must be completed within one hundred eighty (180) days from the date of moving the Mobile Home onto the property.

5. Any building, awning, and/or carport attached to a Mobile Home must be constructed of matching metal, and painted to match the color of the Mobile Home or a coordinate.

6. No residence shall be erected or placed upon the said property which does not contain at least one thousand (1,000) square feet on the ground floor, exclusive of open porches and garages. All buildings shall be of new construction and completed within 180 days on the outside, and painted with two coats of paint if of frame construction. No concrete blocks shall be used in the construction of any residence or outbuilding, except concrete blocks may be used for leveling house trailers.

7. Any fence that faces a street must be of wood or steel construction, if of wood material, it must be painted with at least two coats of paint.

8. No building or Mobile Home shall be located nearer the front lot line less than thirty (30) feet, or within ten (10) feet of the side property line.

9. No basement, tent, shack, garage, barn or other outbuildings erected on any of said lots shall be used at any time as a residence.

10. No swine, livestock, shall be raised, bred, or kept on any lot, except one horse or pony may be kept for each fenced acre of land owned by one owner. Poultry in limited numbers can be kept if penned and housed.

11. That the designated owners herein, their successors or assigns shall not use the above described premises, nor any part thereof, or all of same shall be used for treating persons afflicted with tuberculosis or diseases that are contagious or infectious nor shall any sanitarium ever be erected or places thereon for any such purposes.

12. No inoperative motor vehicles will be stored or parked on the premises. All vehicles shall have a current license tag, and current state inspection sticker.

13. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No used building material shall be stored in view.
14. No sign of any kind shall be displayed to the public view on any lot except one professional sign not more than one (1) foot square, one sign of not more than five (5) feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
15. All business properties are restricted against industry, pipeline yards, junk yards, including automobile junk parts places, or any business that gives off odor, fumes, dust, smoke, noise or vibrations. No business building shall be erected, placed or altered on the said property covered by this contract until the type of business, building plans, specifications, and plat showing the locations of such buildings has been approved as being in conformity with the covenants and restrictions contained in this contract, by the seller, its successors or assigns.
16. No building or Mobile Home shall be placed, erected, or altered on the lots or tracts covered by this contract until the building plans, specifications and plat showing the location of such buildings has been approved as being in conformity with the covenants and restrictions contained in this contract, by the seller, its successors or assigns.
17. The undersigned owner and mortgagee hereby agree to dedicate the roadways shown on said plat for the use of the parties hereto, their successors and assigns, and by all owners therein, and by public utilities, including but not limited to electric light power, telephone, gas, water and sewerage disposal.
18. No obnoxious or offensive trades or activities shall be carried on, on any of the lots or tracts in this subdivision, nor shall anything be done thereon which shall 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.
19. Whenever a residence, or dwelling of any nature is established on any tract, it shall provide an inside toilet and shall be connected with septic tank and drain field, installed according to Montgomery County Health Department for use in connection with such tract. No cesspool shall ever be dug, used, or maintained on any parcel of land in this subdivision. 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.
20. No outside toilets shall be installed or maintained on any premises and all plumbing shall be connected to a septic tank constructed and installed in accordance with the County and State Health specifications.
21. Upon constructing a driveway into the tract, the buyer shall place a culvert of at least eighteen (18) inches at a point between the roadway and his property so as to provide free flow in the borrow ditch, and such culvert must have adequate fill over and around the sides to provide good ingress as required by the county.

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22. All tracts are sold subject to easements for utilities and drainage as may already be existing, or as may become reasonable necessary for the parties to create in the future, right to do so being hereby reserved so as to permit good development of the subdivision and to provide the necessary utilities and drainage.

23. Removal of gravel from any lot shall not be permitted. Gravel on any lot may be used in relations to driveways, walks, etc., only in connection with the lot where the gravel is located. No trees shall be cut or removed from any tract or lot that has not been paid for in full and deeded without the written consent of the owner.

24. It is understood that by acceptance or the execution of any contract for deed, conveyance, or deed, the purchaser or grantee thereof, whether a corporation, partnership, firm or otherwise, agrees and covenants for himself, his heirs, assigns and legal representatives, that he takes said property subject to the foregoing restrictions and conditions above set out and further agrees that the same are covenants which are to run with the land, as aforesaid, and shall be binding upon him and all the parties stated during the effective period hereof. If any of said parties, their heirs, legal representatives, successors or assigns shall violate or attempt to violate any of the covenants herein contained it shall be lawful for any other person or persons owning real property interest therein situated in said addition to prosecute such proceedings at law or in equity against such violators, either to prevent any violation or to recover damages for the breach thereof, or for both injunction and damages, or for any other relief obtainable for such violation or attempted violation.

These restrictions shall be construed as covenants running with the land, and are enforceable by or on behalf of anyone or more of the owners of land in said subdivision, their heirs or assigns.

WITNESS MY HAND, this the 31st day of December, 1977.

SEAL

Billie Hardee
SECRETARY

PINEHURST VILLAGE, INC.

Randolph Hardee
RANDOLPH HARDEE, PRESIDENT

THE STATE OF TEXAS

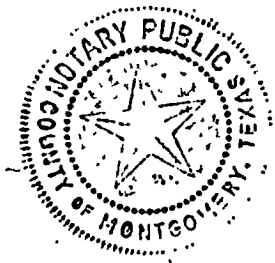
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COUNTY OF MONTGOMERY

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BEFORE ME, the undersigned authority, on this day personally appeared *Randolph Hardee and Billie Hardee* of PINEHURST VILLAGE, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the 31st day of December, 1977.



Laura J. Le Blanc
Notary Public in and for
Montgomery County, Texas

FILED FOR RECORD

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ROY F. HARRIS, CLERK
COUNTY CLERK, MONTGOMERY CO. TX

BY *Bobbie White* DEPUTY