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May

SECTION I

278-01-2144

COVENANTS, CONDITIONS AND RESTRICTIONS

The following covenants, conditions and restrictions (herein collectively called the "Restrictions") shall run with the land ("the Property") described in the deed from A/F/G Management Company as "Grantor" to GEORGE SHRY and wife, V. ANN SHRY, as "Grantee" to which these Restrictions are attached and shall inure to the benefit of Grantor, its successors and assigns, and be binding upon Grantee, its heirs, personal representatives, successors and assigns.

W I T N E S S E T H

Section 1. Construction Approval. No improvement of any type shall be placed or erected on any portion of the Property or changes made in design after original construction until the plans and specifications and a plan showing the location of the structure or improvements have been submitted to and approved in writing by the Grantor, as compliance with these Restrictions, quality of material and harmony of external design with existing and proposed structures or improvements.

Grantor shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event Grantor fails to indicate its approval or disapproval within twenty (20) days after 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.

Section 2. Standards for Improvements. The main residential structure or garage shall be erected no closer than one hundred (100) feet to the front property line, and accessory buildings shall be erected no closer than one hundred and twenty five (125) feet to said front property line.

The total living area of the main residential structure on the Property (exclusive of open porches and garages) shall not be less than 1400 square feet.

The main residential structures and garage shall be constructed of new building materials and shall conform with minimum construction standards as promulgated from time to time by the Federal Housing Administration or the Veteran's Administration with respect to single family detached housing constructed in residential subdivisions.

Section 3. Fencing. In all cases where fencing is installed forward of the front building line as established in Section 2, said fencing will, at a minimum, be constructed of new material, have no less than four (4) strands of barbed wire, have treated creosote posts three (3) inches in diameter on eight (8) foot centers and be no less than four (4) feet in height.

Section 4. Use Restrictions. During the term hereof, the Property shall be used for residential purposes only to include no more than one (1) single family residential structure for every 2.5 acres of property. (The term "residential purposes" as used herein shall not be interpreted or construed to include offices, duplex houses, apartments or mobile homes).

No part of the Property or any improvements situated thereon shall be put to any use that may become any annoyance or nuisance.

a) Proposed construction of a garage, horse stable or other accessory building prior to the construction of the main residential dwelling may be commenced after approval from Grantor in accordance with Section 1. Any structure on which construction has commenced must be completed within a reasonable length of time. Boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind, or portable buildings are not to be permanently or semi-permanently stored in the public street right-of-way or in driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view.

b) No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on the Property without the express prior written consent of Grantor.

c) In the area forward of the front building line as established in Section 2, with regard to animals, only horses, cows and pets of the domestic type shall be allowed. All other animals shall be kept on the rear portion of the Property, that being behind the front building line. In the event any animal so kept shall become a nuisance or annoyance, Grantor may compel their removal. Any stable facility or barn as well as the grounds where animals are kept must be maintained in a neat, clean and orderly manner.

d) Natural drainage of streets, lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditches or diverting flow. Culverts shall be a minimum of eighteen (18") inches in diameter.

Grantor, or its assigns, may remove any culvert that obstructs the flow of water through the street ditches.

e) Any residence constructed on the Property shall have inside toilets and the inside plumbing shall be attached to a household sewage disposal system. There shall be no cesspools on the Property and no drainage from plumbing of any type into ditches or streams. Sewage disposal systems as are installed on the Property shall comply with all existing state, county or other laws relating thereto. No sewage disposal system may be shared with any other property owner.

No dam, earthen fill or obstruction of any kind shall be constructed or permitted to remain in any creek, water course or drainage course of a height greater than three (3) feet above the natural grade without the prior written consent of Grantor or its assigns.

f) No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be done in any street, or forward of the front building line as established in Section 2.

Section 5. Maintenance. The owner and lessees holding under the owner of each and every portion of the Property, and improvements thereon, shall have the duty and responsibility of keeping such portion of the Property, improvements and landscaping situated thereon in a well maintained, safe, clean and attractive condition at all times (including without limitation keeping drainage ditches free of debris and keeping unsightly weed, grass and other ground cover mowed). In no event shall the Property be used for the accumulation of garbage, trash or rubbish.

Should the owner or lessees holding under the owner fail to comply with any of these duties in the judgment of Grantor, then Grantor after giving owner or lessee ten (10) days written notice of such default may (but shall have no obligation to) cure such default, and owner or lessee, or both, shall be liable to Grantor or its assigns (as the case may be) for the reasonable cost and expense of curing or attempt to cure such default. Grantor or its assign shall have all rights necessary to accomplish the above, including without limitation, the right to impose liens to secure repayment of the same.

Any building or other structures located on the Property which have been destroyed or damaged in whole or part by fire or otherwise must be either repaired or completely demolished and removed from the Property by the owner thereof. Such repair or demolition and removal shall be commenced with reasonable

diligence after any such destruction or damage and shall be executed with due diligence to completion.

Section 6. Easements. In addition to easements, rights-of-way or licenses of records in the Office of the Clerk of Montgomery County, Texas, as may presently, or hereafter, affect the Property, there is hereby reserved in favor of the Grantor and its assigns, a perpetual easement ten (10) feet in width, over, under, across, along and adjacent to the rear and side boundary lines of the Property.

Section 7. Duration of Restrictive Covenants. These restrictive covenants shall remain in full force and effect until January 1, 1989, at which time these restrictive covenants shall be automatically renewed for successive ten (10) year periods unless a majority of the property owners shall prior to each ten (10) year period vote to amend or cancel these restrictive covenants. For the purpose of this vote, an owner shall be entitled to one (1) vote for each 2.5 acres owned by him.

Section 8. Amendments. These Restrictive Covenants can be amended at any time by written instrument, filed for record in the Office of the County Clerk of Montgomery County, Texas, executed and acknowledged by the Grantor or its assigns, and the then Owner(s) of the Property.

Section 9. General. (a) The invalidity of any one or more of the provisions of these Restrictive Covenants shall not affect the validity of any other provisions hereof, and these Restrictive Covenants shall remain in full force and effect during the term hereby specified to the fullest extent. (b) No delays in enforcing these Restrictive Covenants as to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against such breach or violation. (c) Grantor as well as its respective agents, employees, officers, directors and their respective heirs, legal representatives, successors and assigns, shall not be liable to any owner, lessee or any other party for any loss, claim or demand, asserted on account of their good faith performance of their duties hereunder or any good faith failure or defeat in such administration and performance and each shall be absolved from any and all liabilities whatsoever in connection with the exercise or non-exercise of the powers and duties hereunder provided they act in good faith.

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The rights and responsibilities hereunder shall be enforceable only by the parties hereto, their respective successors and assigns.

(d) Any rights herein reserved in favor of Grantor may hereafter, by the filing of an instrument in the Deed Records of Montgomery County, Texas, be freely assigned, from time to time, by Grantor or its assigns, provided that any such assignment shall expressly define such rights as being so assigned.

FILED FOR RECORD

1984 JUN 11 AM 11:58

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed
in the Public Records of the State of Texas at the
City of Montgomery, Texas, on the 11th day of June, 1984,
at the official Public Records of Real Property of
Montgomery County, Texas.

JUN 11 1984



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS