

THE STATE OF TEXAS § 6015
COUNTY OF SAN JACINTO §

WHEREAS, E. P. HOPKINS, of San Jacinto County, Texas, hereinafter called Seller, owns 25.793 acres of land, out of a 74.31 acre tract recorded in Volume 175, page 219, San Jacinto County, Texas, Deed Records, out of the Miles G. Stephens Survey, Abstract 51, and


WHEREAS, E. P. HOPKINS is making a subdivision of said 25.793 acres called TALL TIMBERS, and desires to develop same in an orderly fashion for the benefit of all the purchasers and to maintain said properties in a manner that will enhance the value thereof, and to prevent any act or actions on the part of any purchaser that would cause a decrease in the value of said property, and cause probable harm or injury to the other property owners adjacent or nearby, makes this the following covenants and conditions, and impress upon all the property sold by the said E. P. HOPKINS out of the above mentioned acreage, the following restrictions:

1. No lot shall be used except for single-family residence purposes.
2. No building or mobile home shall be located on any lot nearer than fifteen (15) feet to the front lot line, nor any building nearer than five (5) feet to an interior or corner side lot line.
3. No building, mobile home, or travel trailer may be placed on any lot until approved in writing by Seller herein, his heirs or assigns, as to size, condition, appearance and skirting. In the event said Seller or his designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. In no event, no mobile home less than 14 feet by 60 feet shall be moved upon said property.

4. No shack, ready-made mobile building, barn or other out-building or structure shall be moved on the property, nor shall any garage or other out-building be used as a temporary or permanent residence on the property.
5. The floor area of all residences, exclusive of mobile homes and travel trailers shall be no less than 900 square feet, exclusive of open porches and garages. The design, materials and workmanship in all buildings shall be in conformity with standards in common use by architects and builders of quality homes. No residence shall be constructed on any lot with a galvanized metal roof. The only metal roofs allowed shall be on mobile homes moved on the property. Metal roofs shall be allowed on storage sheds and garages.
6. The owners and/or occupants of all lots shall, at all times, keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential construction requirements, or permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in observing any of the above requirements, Seller, his heirs or assigns, may, without liability to the owner, or occupant, in trespass or otherwise, enter upon said lot, cut or cause to be cut said weeds and grass and remove or cause to be removed such garbage, trash, rubbish, etc., so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant, as the case may be, for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of any lot covered herein to pay such invoice immediately upon receipt thereof.
7. No outside privies or toilets shall be permitted. Whenever a residence is established on any lot, it shall be provided with an inside toilet, and shall be connected immediately with a septic tank at the expense of the owner of said lot. Such sewage disposal system shall be in accordance with the requirements of the State Health Department. The drainage of septic tanks into a road, street, alley or other public ditch, or Lake Livingston, either directly or indirectly, is strictly prohibited.
8. Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water and shall be not less than 12 inches in diameter pipe culvert.
9. No boats or trailers or other rigging may be parked in front of the front building line of any lot except temporarily.
10. No hunting or shooting of fire arms on the property.

11. All residences and other buildings must be kept in good repair, and must be painted when necessary to preserve the attractiveness thereof.
12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any residential tract, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.
14. No repairing of any motor vehicle other than the lot owner's vehicle, or his immediate family's vehicle, shall be permitted on any lot. No motor vehicle which is not in operating condition or not bearing current license plates shall be placed or permitted to remain on any lot.
15. Seller will retain all oil, gas and other minerals when a general warranty deed is given to Buyer.
16. All lots are sold subject to a utility easement for water and electricity, and Seller shall have the right to execute a utility easement without the consent of any lot owner.
17. All lots sold herein are subject to the portion of any road crossing same.
18. After all lots are sold, any or all of the foregoing restrictions, conditions and covenants may be amended, eliminated, altered or changed by a vote of at least eighty per cent (80%) of the lot owners.
19. All lot owners shall pay a road maintenance fee of \$3.00 per month until San Jacinto County takes over the roads in the subdivision as County roads, or for a period of twelve (12) months from the date of purchase, whichever occurs first.
20. If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any person or persons owning any lot covered hereunder to prosecute proceedings at law or in equity against the persons violating or attempting to violate any such restriction and covenant, either to prevent him or them from so doing or to correct such violation or to recover damages or other relief for such violation. Invalidation of any one or any part of these restrictions by judgment or Court order shall in no wise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

Witness my hand this 31 day of October, 1980.


E. P. HOPKINS

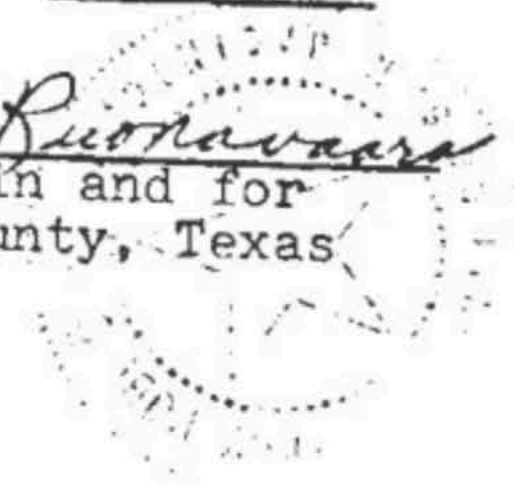
THE STATE OF TEXAS §
COUNTY OF SAN JACINTO §

575

Before me, the undersigned authority, on this day personally appeared E. P. HOPKINS, 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.

Given under my hand and seal of office on this the 31 day of October, 1980.

Patricia A. Ruonavaara
Notary Public in and for
San Jacinto County, Texas



FILED