

312935  
 THE STATE OF TEXAS X  
 COUNTY OF MONTGOMERY X

KNOW ALL MEN BY THESE PRESENTS:

*Trustee*  
 That I, A. C. Pogue, owner of Lots 1 through 103 out of a 53.5 acre tract of land from Ernest Coker to A. C. Pogue, Trustee, recorded in Volume 695, Page 218 of the deed records of Montgomery County, Texas to wit; Tracts 1 through 103 and being further described by metes and bounds in exhibit A to a deed from A. C. Pogue to A. C. Pogue, Trustee recorded in Volume 740, Page 173 of the deed records of Montgomery County, Texas, do hereby covenant and declare that all of said lots in said Subdivision shall be subject to the following restriction, covenants and conditions, and any purchaser by, through or under the said A. C. Pogue shall hold title to the said lots or tracts conveyed subject to the said restrictions, Covenants and conditions contained herein until January 1, 1992, and for an extended time if extended as hereinafter provided:

(1) These restrictions, covenants, conditions and easements, shall apply to all tracts out of the said 53 acre tract, except that the residential restrictions, covenants and conditions shall not apply to these tracts which front on Mexican Road, and those tracts may be used for any legal purpose.

(2) All these covenants, conditions and restrictions, are covenants running with the land. They are for the protections, use and benefit of all parties hereto and each and every purchaser of any of the aforementioned 90 tracts, their heirs, assigns and legal representatives, and same shall be binding on all such 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 Harris County, Texas, and after such time these covenants, easements, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of said tracts has been recorded, agreeing to change the said conditions, easements, covenants and restrictions in whole or in part, provided, however, that fifty-one (51%) percent of the said owners of said tracts at any time may amend or change these restrictions as they in their discretion may deem fit and proper, such amendment or change to be effected by a proper instrument duly executed, acknowledged and filed for record as aforesaid. In any such instrument, the fifty-one (51%) percent shall be calculated upon the basis of one vote for each tract which is covered by these restrictions.

(3) It is understood that no act or omission upon the part of any party hereto, or any person hereinafter 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. It is further provided that the invalidation of any one or more of these covenants or restrictions, or any part thereof, by a judgment of a Court or any Court Order or in other fashion, shall not in any way affect the other provisions hereto, which shall remain in full force and effect.

(4) No obnoxious or offensive trades or activities shall be engaged in or any of the tracts, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of ordinary sensibilities in this area. No 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 domestic pets shall be raised or maintained on any of the said tracts. (No cattle, rabbits, swine, horses, sheep, goats or other livestock or fowl, shall be kept on any part of said property. But this shall not prohibit the keeping of dogs, cats, fowl, horses 2, or cows 2, personal use, but the keeping of such pets or livestock shall not be done in such a way as to be obnoxious or offensive to the neighborhood or the adjoining property owner.)

(5) No billboards shall be erected or maintained on any of the said tracts.

(6) Whenever a residence, or dwelling of any nature, 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 for, or maintained on any tract. Drainage of septic tanks or sewage 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 of any of the said tracts.

(7) Upon construction of a driveway into any of the tracts, the purchaser thereof 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 Montgomery County.

(8) All tracts are sold subject to easements for public utilities as may be already existing, or as may become reasonably necessary for the parties to create in the future, right to do so being hereby reserved, so as to permit development of the tracts and to provide the necessary utilities.

(9) If any of the parties hereto (or any one of the buyers of any of the tracts, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, the parties or any owner of any tract covered by these restrictions, 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 persons from doing so by prohibitive or mandatory injunction, or to collect damages for such violations. It is further stipulated that the invalidation of 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.

(10) No structure, building or mobile home shall be erected, altered, placed or permitted to remain on any tract other than the following, to-wit:

(a) One permanent-type conventional residence may be constructed and maintained on any tract.

(b) Adequate garages and utility buildings may be erected on any tract to serve the needs of the residence, provided they are of equal or better material or workmanship.

(c) In addition to one permanent-type conventional residence structure, one mobile home may be maintained on any such tract.

(d) If no permanent-type conventional dwelling is constructed or maintained on any such tract, then two mobile homes may be maintained on any such tract.

(e) No residence shall be permitted on any tract with a living area, exclusive of garages and porches, of less than 800 square feet.

(f) The exterior of the residence shall be finished, and if of a material other than brick, stone or other masonry material not commonly decorated, shall be painted with at least two coats of paint.

(g) Mobile homes set on any tract must conform with the following specifications and requirements:

1. Must be manufactured by a nationally known manufacturer.
2. Not built prior to the year 1960.
3. Exterior must be of factory enameled aluminum, iron or fiber glass product.
4. All mobile homes shall be equipped to use natural gas and shall in fact use natural gas, except in emergencies when butane or propane gas shall be permitted.
5. All mobile homes must be fitted with skirts or enclosed around the entire foundation with masonry or the same material used on Mobile Homes. Any other must be approved by the architectural committee, as hereinafter provided.
6. All utility and/or out buildings, porches, awnings or patio covers must be equal or better material and workmanship as either residences or Mobile Homes.

(11) The approval of the above mentioned exceptions shall be required of the architectural committee, initially consisting of A. C. POGUE, RONALD D. POGUE, and ART HUGHES. In the event of the death or resignation of any member of the committee as aforesaid, the remaining members shall have full authority to designate a successor for such decedent. Neither the members, nor their designated representatives may be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the said tracts covered by these restrictions shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw from the committee, or restore to it or takeaway from it any of its powers and duties.

(12) The said committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representatives fail to approve

or disapprove within thirty (30) days after plans and specifications and plot plan have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall have been deemed to have been fully complied with.

(13) No used or second-hand houses shall be moved on any tract without the written consent and permission of the said architectural committee. No used or second-hand building materials shall be used for the exterior construction of any structure or any of said tracts.

(14) No building or mobile home shall be located on any building plot nearer than 25 feet to the front line, nor nearer than 10 feet to any side street line, nor nearer than 5 feet from any side property line. Each corner tract shall be deemed to front on the street on which it has the smallest frontage.

(15) It is understood that by the acceptance or the execution of any contract for deed, conveyance or deed, the purchaser or grantee thereof, whether a corporation, partnership, association or otherwise, agrees 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 running with the land, as foresaid, 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 a real property interest in any of the tracts covered by these restrictions and covenants to prosecute such proceedings at law or in equity against such violators, either to prevent any violation, or to recover damages, or for any relief obtainable for such violation or attempted violation.

EXECUTED this the 28 day of February, A.D. 1973.

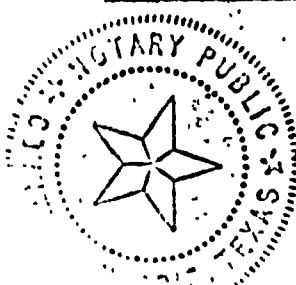
A. C. Pogue Trustee  
A. C. POGUE Trustee

THE STATE OF TEXAS    Y  
COUNTY OF HARRIS    I

BEFORE ME, the undersigned authority, on this day personally appeared A. C. POGUE, 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 this the 6<sup>th</sup> day of March A.D. 1973.

Rita Navarro  
Notary Public in and for Harris County, Texas



FILED FOR RECORD  
AT 11 O'CLOCK A M.

MAR 14 1973

ROY HARRIS, Clerk -4-  
County Court, Montgomery Co., Tx.  
By [Signature] Deputy