

6130930

5000-1/1
map/bm

SECOND AMENDED RESTRICTIONS

131-90-1869
7.00

STATE OF TEXAS

JUN 25 1999 9 13 057 - 130930 L.S.A.P.D.

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

Each of the following covenants, conditions, and restrictions constitute a part of the consideration for the land which they affect and are hereby declared to be covenants running with the land and shall be binding upon all persons acquiring property in the residential or noncommercial portion of that certain 89.5485 acre tract of land out of the William McCann Survey, Abstract 585, Harris County, Texas, being divided into tracts and sold by James G. McGee and any person holding title under them by gift, devise, descent, conveyance or otherwise, and any person or persons by the acceptance of title or a contract for title to any tract out of the residential portion of the above described land, hereinafter called the "Property", and fully perform the restrictive covenants hereinafter set forth.

1. All tracts out of the above described property shall be known and described as residential tracts and shall be used for residential purposes only, except tracts 1 and 34 which shall be unrestricted. Except for said tracts 1 and 34, no tract or part thereof shall be used for any business, trade, or commercial activity, and no buildings or structures of any kind shall be erected thereon for these purposes. Tracts 1 and 34 are described as follows:

Tract 1

A tract or parcel of land containing 2.9592 acres, more or less, called Tract 1, of a 89.5485 acre survey out of the Wm. McCann Survey, A-585, Harris County, Texas; said 89.5485 acres being a part of that certain 92.00 acre tract as recorded in Volume 3608, Page 491, of the Deed Records of Harris County, Texas; said Tract 1, being more particularly described by metes and bounds as follows:

BEGINNING at the point of Intersection of the East line of Bauer Road, 60-foot Right-of-Way, and the most Westerly Southwest corner of the said 89.5485 acres; said point being located N 00° 38' 46" W, a distance of 239.95 feet along the West line of Bauer Road from a point of intersection of the said East line of Bauer Road with the South line of the Wm. McCann Survey;

THENCE N 00° 38' 46" W, along the East line of Bauer Road, a distance of 60.43 feet to a point for the Northwest corner of the herein described tract;

THENCE S72° 30' 00" E, a distance of 523.56 feet to a point for corner;

THENCE S 65° 53' 03" W, a distance of 164.35 feet to a point in the West line of Coco Road;

THENCE S 20° 58' 15" W, along the West line of Coco Road, a distance of 205.07 feet to a point for the Southeast corner; said point being the point of intersection of Coco Road;

THENCE N 69° 38' 01" W, a distance of 569.11 feet along the North line of Coco Road to a point for the Southwest corner and the beginning of a curve to the right;

THENCE with a curve to the right, having as its elements, a radius of 1085.92 feet, an interior angle of 08° 25' 04", and an arc distance of 159.54 feet to a point for corner;

THENCE S 89° 21' 14" W, a distance of 29.00 feet back to the POINT OF BEGINNING of the herein described tract.

RETURN TO:
STEWART TITLE
P.O. BOX 1504
HOUSTON, TX. 77001

Exhibit "B"

Tract 34

A tract or parcel of land containing 2.2563 acres of land, more or less, called Tract 34 of 89.5485 acre Survey out of the Wm. McCann Survey, Abstract 585, Harris County, Texas said 89.5485 acres being a part of that certain 92.00 acre tract as recorded in Volume 3608, Page 491 of the Deed Records of Harris County, Texas; said Tract 34 being more particularly described by metes and bounds as follows:

BEGINNING at a point in the Southwest line of the Wm. McCann Survey, A-585, said point being located S 67° 55' 18" W, a distance of 153.58 feet from the intersection of the East line of Bauer Road, 60-foot Right-of-Way, with the South line of the said Wm. McCann Survey;

THENCE continuing along the South line of the Wm. McCann Survey, a distance of 390.09 feet to a point for the Southeast corner of the herein described tract;

THENCE N 20° 58' 15" E, a distance of 210.57 feet to a point in the South line of Coco Road, 60-foot Right-of-Way; said point being the Northeast corner of the herein described tract;

THENCE N 69° 38' 01" W, along the South line of Coco Road, a distance of 561.58 feet to a point for the Northwest corner of the herein described tract and the beginning of a curve to the left;

THENCE with a curve to the left having as its elements, a radius of 1085.91 feet, and an interior angle of 13° 49' 10", and an arc distance of 131.60 feet back to the POINT OF BEGINNING of the herein described tract.

2. No motor home, mobile home, trailer, basement, tent, shack, garage, barn or out-building shall be, at any time, used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any residence, including mobile homes, be moved onto a building plot in the said property.

3. The living area of the main dwelling structure, exclusive of porches and garages, shall not be less than 1,200 square feet in the case of a one-story structure; and not less than 2,000 square feet in the case of a one and one-half or two story structure.

4. No more than two dwellings shall be permitted to be built on any one tract in the said property except for tracts 1 and 34, which shall not be covered by these limitations.

5. No building shall be located nearer to the front property line than fifty (50) feet nor nearer than fifteen (15) feet from any side or rear property line except for fences.

6. No tract, in said property, shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and all of which shall be kept in sanitary containers. No garbage, manure, or other putrescible matter shall be allowed to accumulate on any such tracts that will cause obnoxious or offensive odors.

7. Each owner shall be obligated to maintain the subject tracts, in the property, and Coco Road in front of them, at his own cost and expense, in a neat, presentable and attractive condition.

8. No obnoxious or offensive activity shall be carried on any tract affected by these restrictive covenants nor shall anything be done thereon which may be or become a nuisance to the neighborhood. No hunting or discharge of firearms shall be permitted.

9. No inoperable motor vehicles shall be stored or parked on the premises for over thirty (30) days. All vehicles shall have a current license tag and state inspection sticker. There shall be no permanent parking of trucks on Coco Road.

10. No mining, excavating, drilling nor any other form of exploration or extraction of minerals including coal or lignite is allowed on any tract in the said property.

11. One horse per acre or partial acre, farm animals except swine, and usual household pets such as dogs, cats, and birds are allowed so long as owners comply with Par. 8 above, county and state licensing, health, and other requirements governing same, and are not raising or using said animals or fowl for commercial purpose. No hogs, pigs, nor any type swine shall be kept on any tract in the property.

12. Sewage must be disposed of in accordance with the laws of the State of Texas, and the County of Harris. No open or surface toilets shall be permitted.

13. Owners of tracts 2, 11, 26, and 33 of the property which contain drainage ditches, agree to refrain from any activity that will alter, divert, clog, impede, or in any other manner, affect the natural flow of water.

14. 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.

15. If any person or persons shall violate, or attempt to violate, any of the restrictions contained herein, it shall be lawful for any person or persons owning any tract in said property to prosecute proceedings at law or in equity against the person or persons attempting to violate or violating any such restriction, either to prevent him, them, or it from so doing or to correct such violation and to recover damages or other relief for such violation.

16. Each of the foregoing covenants and restrictions are hereby declared to be covenants running with the land and shall be binding upon the Grantees herein and their respective heirs, successors and assigns until September 1, 2008, at which time they shall be automatically extended for successive periods of ten(10) years each unless otherwise modified or cancelled by vote of a majority of the then owners of all of the tracts within the property.

EXECUTED this the 22nd day of June, 1978.

James G. McGee
James G. McGee

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared JAMES G. MCGEE, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of office this 22nd day of June, 1979.

[Signature]
Notary Public, Harris County, Texas

My commission expires: