

**Deed Restrictions for Elena Townsite (Lot 3 & 4)  
Highlands, TX 77562**

**Land use**

The property is to be used for residential purposes only with no temporary residences such as RVs, mobile homes, storage buildings, etc. allowed. No mobile homes allowed. Any additional residence constructed on the property must be to code and match existing residence.

**Fence(s) and driveways)**

No fence or wall of any type shall be erected on the front lot line. No fence or wall shall exceed 7' In height. All fences are to be built of new wood material common for privacy fences. No fences shall be constructed in the front yard. Owner is to keep the culverts maintained and in good repair to allow for proper drainage.

**Traffic**

No large or commercial trucks or trailers such as 18-wheel tractor/rig size or type shall be parked on or adjacent to the property. Owner may not deny ingress and egress to other homeowners within the recorded easement on Elena Lane.

**Maintenance of Property**

Property must be kept free of refuse and junk. Owner is to keep their property in sanitary condition, all grass shall be kept cut, and property maintained with a neat appearance.

**Animals**

All pets must be kept in a fenced area or on a leash in accordance with Harris County. No animals are permitted on the property that are used for commercial purposes. No large or noisy animals may be kept, raised, or bred. No livestock is allowed.

**Nuisances**

Music, if played, must be at a reasonable volume and may not affect nearby residents. No noxious or offensive activity shall be carried out upon the property, nor shall anything be done thereon which may be or become an annoyance or a nuisance to Elena Lane residents.

**Solicitation, Signage, Decorations, etc.**

Any visible holiday decorations in the yard must be promptly removed after the holiday. No household items, furniture, clothing, or garage sale items may be left outside of the homeowners residence for a period exceeding 3 days.

In addition, the lot shall not be used for any of the following purposes:

- (i) for the sale, lease, or rental of new or used boats, recreational vehicles, or motorcycles;
- (ii) junk yard, stock yard, or commercial animal raising;
- (iii) Operation of any vehicular body/engine repair facility, including but not limited to paint & body paint shop, mechanic shop or lawn care repair facility;
- (iv) any "second hand" store, or perpetual garage sale;
- (v) any adult oriented business or business based primarily upon materials or performances that depict, describe or relate to sexual activities, anatomical areas or nudity (including, but not limited to, adult arcades, adult bookstores, adult cabarets and adult theaters, or sexually oriented business (or equivalent) as defined in the Harris County Ordinance or the laws of any other governmental authority with jurisdiction over the Lot); or display of adult-oriented images;
- (vi) an establishment engaged in the retail sales of alcoholic beverages for either on-premises or off-premises consumption, including but not limited to, bars, lounges, and taverns;
- (vii) game room; tatoos parlor
- (viii) dumping, disposal, incineration or reduction of garbage, sewage, dead animals, or refuse;
- (ix) storage of unusable parts, equipment or other salvaged materials or operation of a junk yard or scrap metal yard.

Seller, their agents, successors, or assigns, and neighbors shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by the provisions of this declaration of restrictive covenants. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**In case of a dispute, the prevailing party has the right to recover their legal expenses.**

\_\_\_\_\_  
**Buyer**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Buyer**

\_\_\_\_\_  
**Date**