

704335 DECLARATION OF COVENANTS AND RESTRICTIONS
FOR NINE BAR EAST RANCH
A SUBDIVISION IN WALLER COUNTY, TEXAS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WALLER §

THAT LORI WALKER, hereinafter called the Declarant, is the owner of certain property located in Waller County, hereinafter referred to as the "NINE BAR EAST RANCH - ~~UN~~recorded Subdivision" and more particularly described in Exhibit A attached to these covenants and restrictions ~~and in the plat recorded in volume _____, page number _____ of the Official~~ *LJW* Records of Waller County, Texas does hereby establish, adopt and set forth certain conditions, covenants, protective provisions and restrictions, as contained in Articles I and II hereof, which shall be applicable to the said NINE BAR EAST RANCH and shall be binding upon any purchaser, grantee, owner or lessee of any land in the said NINE BAR EAST RANCH, and upon the respective heirs, executors, administrators, devisees, successors and assigns of each such purchaser, grantee, owner or lessee. It is the intention of DECLARANT/OWNER that NINE BAR EAST RANCH shall be maintained for residential, recreational, farming or ranching purposes in which the owners of the tracts may be protected in the enjoyment of their property. These covenants have been set forth with the view toward allowing a maximum of activity insofar as the residential, recreational, farming or ranching uses and related matters are concerned, while at the same time assuring to every purchaser of a tract or tracts that the appearance, sanitation and permissive activity shall be controlled and safeguarded.

WHEREAS, the NINE BAR EAST RANCH Subdivision consists of 8 tracts of land of which Declarant intends to offer for sale and will convey to purchasers for the use as a residential, recreational, farming and ranching, subject to certain protective covenants and restrictions as hereafter set forth in Article I and II of this document.

ARTICLE I.
USE RESTRICTIONS

No tract shall be used for any purpose except for single family residential, recreational, farming or ranching purposes. The term "residential purposes" as used herein shall be held and construed to exclude clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses and hotels, and to exclude commercial, business and professional uses other than farming or ranching whether for homes, residences or otherwise, and the above described uses of the Tracts are hereby expressly prohibited. The term "building" or buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed in NINE BAR EAST RANCH SUBDIVISION. No building shall be erected, altered or placed on any Tract other than the following:

1. **Single Family Dwelling:** One (1) single family detached dwelling not to exceed three (3) stories, but not less than 2800 square feet on the first level of living area together with an attached or detached private garage or carport and which may be occupied by and as an integral part of the family occupying the main residence on the building site or by servants employed on the premises. All residential structures shall be constructed on a concrete foundation, and must be at least 50% masonry on the front of the dwelling and all other exterior walls must be at least 30% masonry. The exterior color must be similar to and compliment the design and overall plan for the subdivision. All construction shall be completed within eighteen (18) months of commencement of construction.
2. **Setbacks:** The single family dwelling shall be setback a minimum of 100 feet from the front property line and a minimum of 50 feet from the side lot lines.
3. **Manufactured Homes:** No "manufactured" or mobile home or modular home shall be located upon, used, placed or erected on any tract in the Property and used for a personal residence at any time. Personal travel trailers or motor homes may be kept on the Property when not used as a permanent residence, but must be screened from view.
4. **Barns and Outbuildings:** Tool sheds, barns or workshops for the personal, farming or ranching use of the Owner or occupant of such Tract, and his/her immediate family are permitted. The design and materials used in the construction of such tool sheds, barns or workshops shall be of the quality and suitability for structures for the purpose and the design being erected. The materials to construct the tool sheds, barns and workshops shall be metal or wood. No used, "second" or reject grade exterior materials including but not limited to used wood, tin, metal, aluminum or plastic may be used in the construction of such structures. The exterior design shall be similar to and compliment the design of the residential structure on that tract. The tool sheds, barns and workshops shall not be constructed within 50 feet of the side fencing or less than 100 feet from the front fencing. Living quarters are permitted as part of the barn.
5. **Fencing:** Fencing on the front property line shall be constructed of wood or pipe. Vinyl coating on chain link is permitted for dog runs. No galvanized fencing is permitted. No fencing may exceed 6.5 feet in height.
6. **Animal Husbandry:** Animals are limited to one large animal per acre. (i.e. horses, cows, goats, etc.) Fowl and rabbits are permitted. Owners may keep show animals of any description, if they are to be shown in any competition sponsored by a school, county fair association, 4H Club or Future Farmers of America organization. No swine or poultry shall be kept or temporarily penned and fed in commercial quantities or for commercial purposes on any tract. No animal kept on any tract shall be permitted to become a nuisance to any owner in NINE BAR EAST RANCH. In the event that an animal or animals kept by an owner has become a nuisance, then Lori Walker, Developer, may require that such animal or animals be removed from NINE BAR EAST RANCH at the expense of the owner of the tract upon which animal or

animals are kept. All animals permitted herein must be kept on the owner's tract unless lease or rental agreements are made with the owner of another tract.

7. **Nuisance:** No noxious or offensive trade or activity shall be permitted upon any Tract, nor shall anything be done or kept thereon which is or may become an annoyance or nuisance, is illegal, dangerous or immoral or which shall have the effect of degrading the residential, recreational, farming or ranching environment of NINE BAR EAST RANCH, including but not limited to barking dogs.
8. **Garbage and Refuse Disposal:** No tract shall be used or maintained as a dumping or storage area for rubbish, trash or any toxic substance, and all household garbage or other waste shall be kept in sanitary containers. Each Owner shall, at such Owner's expense, dispose of all Owners' trash, garbage and other wastes in a timely manner. Waste shall not be placed for pickup more than 12 hours prior to the pickup time.
9. **Driveways:** All driveways shall be a minimum of 3 inches of gravel from the street to the home. No dirt driveways are permitted.
10. **Vehicles:** Vehicles used for personal transportation and horse trailers may be in view of the street; however, all other vehicles, including, but not limited to boats, motor homes, travel trailers, tractors and other farm equipment shall be screened from view.
11. **Recreational Vehicles and Shelters:** Nothing herein shall be construed or held to exclude the use of recreational vehicles, including house, camping and travel trailer, motor homes, tents, or other portable camping structures, when used temporarily for camping and recreation, but not for residential purposes. No travel trailer, mobile home, motor home, tent or other camping shelter or any recreational vehicle shall be used for residential purposes, whether temporary or permanent. A travel trailer, mobile home, motor home, tent or other camping shelter or any recreational vehicle shall be deemed to be in use for residential purposes if the same remains occupied or is in a fixed spot on the land in excess of thirty (30) days, whether underpinned or not, except when stored properly out of view.
12. **Removal of Dirt and Excavation:** Except as required by construction, swimming pools, drainage work or conservation purposes, including lake or pond construction, the removal of dirt, stone, rock, gravel or other earthen material from any tract for any purpose is forbidden, including but not limited to dirt, sand, rock, gravel pits or excavation of the same. Surface mining operations are forbidden.
13. **Water and Sewage Disposal Systems:** Water wells and septic tanks may be utilized and maintained on any tract for the personal use of and at the sole cost, expense, risk and liability of the Owner or occupant of such tract, his immediate family, and non-commercial invitees, but not for commercial purposes other than farming or ranching and all such systems must meet minimum specifications established by any governmental authority.

14. **Abandoned or Junked Motor Vehicles:** No tract shall have any abandoned or junked motor vehicle. An abandoned motor vehicle shall include without limitation any motor vehicle which does not bear a valid and current state inspection sticker or license plate and/or is inoperable for more than seven (7) days. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailer, or the like, shall be kept on any tract other than in a garage, or other acceptable structure. Any such abandoned or junked motor vehicles shall be removed at the Owner's expense.
15. **Storage:** No tract shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any tract for residential, recreational, farming or ranching purposes.
16. **Sewage Facilities:** All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the requirements established by any governmental authority. All lavatories, toilets and bath facilities shall be completely installed and functioning and shall satisfy all governmental requirements before any residence is occupied. Portable, outside or surface toilets shall be permitted for recreational purposes not to exceed five (5) days or as required for construction purposes or in accordance with construction permits.
17. **Lot Maintenance:** The Owners or occupants of all tracts shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall not use any tract for storage of materials and equipment except for normal residential, recreational, farming or ranching requirements or incident to construction of improvements thereon as herein permitted 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 on any tract in observing the above requirements, or any of them, and such default continues after ten (10) days written notice thereof, Lori Walker and/or her successors, assigns or agents, may, at her option, without liability to the Owner or occupant of said Tract in trespass or otherwise enter upon said tract and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said tract in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such tract for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay the charges for such work immediately upon receipt of an invoice for such charges.
18. **Violations:** In the event a landowner is in violation of any restriction, condition or covenant herein, and said violation continues after ten (10) days written notice thereof, Lori Walker and/or her successors, assigns or agents, may at her option, enter upon property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed as a trespass.

19. **Subdividing:** The tracts of land may not be further subdivided by any property owner in NINE BAR EAST RANCH.
20. **Hunting and Firearms:** No hunting shall be allowed within the subdivision and any discharge of firearms is strictly prohibited.
21. **Roads and Road Maintenance:** All roads within the confines of Nine Bar East will be Private Roads commonly owned and maintained by the landowners. The landowners will have the authorization to set fees and make assessments to maintain said roads.
22. **Construction Plans:** All construction plans must be submitted to Lori Walker for approval prior to construction. No construction shall begin until approval is given. Lori Walker shall not unreasonably withhold approval of construction plans that substantially meet these restrictive covenants and restrictions. Lori Walker shall approve or disapprove construction plans within ten (10) days of presentment unless otherwise agreed in writing. In the event the plans are not approved, then a definitive written explanation of the deficiencies will accompany such non-approval.

ARTICLE II
GENERAL PROVISIONS

1. Lori Walker or any Owner shall have the right to enforce, by any proceeding at law or equity, all restrictions and covenants imposed by the provisions of the Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. **Notice:** All purchasers of property in this subdivision must be notified of these restricted covenants and restrictions.
3. **Term:** The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Declarant and its successors and assigns and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended after the first twenty (20) years by an instrument signed by not less than 75 percent of the owners of land in the Property. No amendment shall be effective until recorded in the Official Public Records, Waller County, Texas.
4. **Mediation/Arbitration:** In the event there is a dispute between the property owner and the Declarant relating to this instrument, its breach or the enforcement of same, the parties shall submit the dispute first to non-binding mediation to a mediator

chosen by the parties. If the parties cannot agree upon a mediator, then parties shall submit the dispute to binding Arbitration according to the rules of the American Arbitration Association and the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees and expenses. This does not prohibit any party from seeking relief through a court of law, such as, temporary or permanent injunctions.

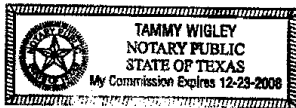
- 5. **Lori Walker's Liability:** Lori Walker shall have no liability whatsoever for any act or failure to act pursuant to this Declaration except solely with respect to willful misconduct and acts of gross negligence.
- 6. **Size of Subdivision:** Lori Walker, Developer, reserves the right to increase the size of the subdivision.
- 7. **Enforcement:** The covenants, reservations, easements, and restrictions set out herein are for the benefit of Lori Walker, Owners and occupants of the tracts, and their respective heirs, successors and assigns, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties.
- 8. **Severability:** The invalidity, abandonment, or waiver of any one or more of these covenants, reservations, easements and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.
- 9. **Governing Law:** These covenants and restrictions shall be construed pursuant to the laws of the State of Texas.

Executed this the 18TH day of May, 2007.

Lori Walker
Lori Walker, Owner/Declarant

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority on May 18, 2007 by Lori Walker, owner of NINE BAR EAST RANCH, and Declarant herein.

Tammy Wigley
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



51.636 ACRES

AKA NINE BAR EAST RANCH

FIELD NOTES FOR A 51.636 ACRE TRACT BEING OUT OF THE TRACT CONVEYED IN A DEED FROM COX ENTERPRISES, INC. TO NINE BAR RANCH TEXAS, INC., DATED APRIL 3, 1988 AND RECORDED IN VOLUME 982, PAGE 697 OF THE DEED RECORDS OF WALLER COUNTY, ALL OR A PORTION OF A CALLED 49.219 ACRE TRACT DESCRIBED IN A DEED FROM PHOEBE KIRBY ROSE, ET AL TO NINE BAR RANCH TEXAS, INC., DATED DECEMBER 20, 1988 AND RECORDED IN VOLUME 403, PAGE 627 OF THE DEED RECORDS AND ALL OR A PORTION OF A CALLED 60.3168 ACRE TRACT DESCRIBED IN A DEED FROM DON R. MULLINS, D.B.A. WOOD FOREST LAND VENTURES, AND JAMES P. WELLS, TO NINE BAR RANCH TEXAS, INC. DATED JULY 12, 1988 AND RECORDED IN VOLUME 421, PAGE 424 OF THE DEED RECORDS AND BEING LOCATED IN THE S.H. HARDIN SURVEY, ABSTRACT 38, WALLER COUNTY, TEXAS.

COMMENCING FOR REFERENCE: At a ½ inch iron rod set at the intersection of the South right-of-way line of F.M. Highway 1738 and the West right-of-way line of Laneview Road marking the Northeast corner of Tract E-4, being 114.831 acres (surveyed at the same time as this tract and not yet recorded):

THENCE: With the West line of said Laneview Road the following calls:

South 8° 48' 09" East, 21.11 feet to a 1 inch iron pipe set;
 South 54° 05' 40" West, 1451.83 feet to a ½ inch iron rod found;
 South 54° 05' 20" West, 783.13 feet to a 1 inch iron pipe set;

Along a curve to the right with a central angle of 6° 26' 00", a radius of 5664.55 feet, a length of 639.39 feet and a chord bearing of South 57° 47' 12" West a distance of 639.08 feet to a 1 inch iron pipe set;

South 60° 02' 08" West, 422.11 feet to a 1 inch iron pipe set;

Along a curve to the left with a central angle of 34° 31' 37", a radius of 1467.39 feet, a length of 884.26 feet and a chord bearing of South 42° 21' 52" West a distance of 870.95 feet to a 1 inch iron pipe set;

South 25° 49' 55" West, 545.44 feet to a 1 inch iron pipe set;

South 24° 25' 06" West, 1068.59 feet to a 1 inch iron pipe set for the Northeast corner of this tract and the Southeast corner of Tract E-2 being 5.000 acres (surveyed at the same time as this tract and not yet recorded), and being THE ACTUAL PLACE OF BEGINNING.

THENCE: Continuing with the West line of Laneview Road the following calls:

South 24° 25' 06" West, 406.13 feet to a 1 inch iron pipe set;

Along a curve to the left with a central angle of 10° 51' 53", a radius of 1980.53 feet, a length of 371.77 feet and a chord bearing of South 15° 28' 11" West, a distance of 371.21 feet to a 1 inch iron pipe set;

South 13° 53' 51" West, 347.16 feet to a 1 inch iron pipe set for the Southeast corner of this tract and the Northeast corner of Tract E-7, being 46.896 acres (surveyed at the same time as this tract and not yet recorded);

THENCE: North 65° 44' 37" West a distance of 2145.27 feet to a 1 inch iron pipe set for the Southwest corner of this tract and an interior corner of said Tract E-14;

THENCE: North 24° 57' 27" East a distance of 1061.83 feet to a 1 inch iron pipe set for the Northwest corner of this tract and Southwest corner of said Tract E-5;

THENCE: South 67° 17' 43" East a distance of 2034.11 feet to THE ACTUAL PLACE OF BEGINNING and containing 51.636 acres of land.

The bearings recited herein are based on the North right-of-way line of Kelley Road running North 89° 38' 20" West.

This survey consists of a separate plat and a legal description.

David Layendecker

For Clay & Layendecker, Inc.
 David Layendecker, F.P.L.S.
 Texas Registration No. 2085
 December 8, 1997
 Revised March 12, 1998



DT/kw

NINEBAR\REV.EG

704335

FILED FOR RECORD

VOL 1040 PAGE 030

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CHERYL PETERS
COUNTY CLERK
WALLER COUNTY, TX

Chimberes DEPUTY

29.00 ①
5.00
1.00

35.00 pd.

THE STATE OF TEXAS
COUNTY OF WALLER

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Waller County, Texas, in the Volume and Page as noted hereon by me.



Cheryl Peters
County Clerk, Waller County, Texas