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RESTRICTIONS AND COVENANTS  
OF  
HAMPTON WOODS - SECTION II

*1st*

137-87-1595

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

*B*

LAWRENCE LIND and MICHAEL FITZMAURICE are the sole owners of that certain 23.3076 acres of land out of the Frances Basquez Survey, A-136, in Harris County, Texas, more fully described in Exhibit "A" attached hereto and made part hereof, subject to an indebtedness in favor of EDWIN A FEHRLE (herein called Lienholder).

The above tract of land has been subdivided into separate tracts or parcels of land for sale to the public and the whole of such premises is commonly known and referred to as HAMPTON WOODS, SECTION II (herein called the Subdivision), an unrecorded subdivision in Harris County, Texas.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of the Subdivision, and the divided tracts therein, as a restricted district or area, it is the desire of the Owners to establish and impose the restrictions herein set forth.

Now therefore, LAWRENCE LIND and MICHAEL FITZMAURICE, (hereinafter called the "Owners") joined herein by the above lienholder, do hereby establish the restrictions upon the above described real property, as set forth in Exhibit "B" attached hereto and made part hereof, and the same shall be referred to, adopted and made part of each and every contract and deed executed by or on behalf of the Owners conveying such property, or any part thereof, by appropriate reference to these restrictions, making the same a part of such conveyance to all intents and purposes as though incorporated at length therein; and such restrictions shall be and are hereby imposed upon each tract and parcel of land located in and comprising the Subdivision for the benefit of

*Return to:*  
*F. Cullison*  
*P.O. Box 538*  
*Tomball, Tx. 77375*

137-87-1596

each and every other tract or parcel and shall constitute covenants to the benefit not only of the Owners, their heirs, assigns and successors, but to the benefit of each and every Purchaser of land in the Subdivision, their heirs and assigns; and each such contract and deed shall be held conclusively to have been so executed, delivered and accepted upon the expressed conditions herein stated.

EXECUTED this 23 day of August, 1979.

OWNERS:

LIENHOLDER:

302

Lawrence Lind  
LAWRENCE LIND

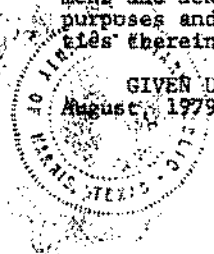
Edwin A. Fehrle  
EDWIN A. FEHRLE

Michael Fitzmaurice  
MICHAEL FITZMAURICE

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared LAWRENCE LIND and MICHAEL FITZMAURICE, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of August, 1979.

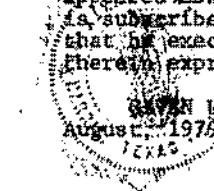


B. Cullinan  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared EDWIN A. FEHRLE, 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 considerations therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of August, 1979.



B. Cullinan  
Notary Public in and for  
Harris County, Texas

137-87-1597

FIELD NOTES

BEING 23.3076 acres of land in the F. Dasquez Survey, A-136, Harris County, Texas and being out of the Edwin Fehrle 48.525 acre tract of land described in deed dated February 4, 1961 and recorded in Volume 4272, Page 296, Deed Records Harris County, Texas; said 23.3076 acres being more particularly described as follows:

BEGINNING at an iron pipe found marking the Southwest corner of said 48.525 acre tract and the Northwest corner of that certain 48.5863 acre tract (called 48.525 acres) described in deed recorded in Volume 4272, Page 303, Deed Records, Harris County, Texas and being located 20 feet East of the West line of said Dasquez Survey;

THENCE North 00 degrees 06 minutes 06 seconds East 1046.24 feet to iron pipe found marking the Northwest corner of said Fehrle tract and being 20 feet East of the West line of said Dasquez Survey;

THENCE South 89 degrees 56 minutes 27 seconds East 806.99 feet along the North line of said Fehrle tract to iron rod set for corner;

THENCE South 17 degrees 19 minutes 22 seconds East 1095.76 feet to iron rod set for corner in South line of said Fehrle Tract;

THENCE North 89 degrees 54 minutes 42 seconds West 855.47 feet along the South line of said Fehrle Tract to iron pipe found marking the Northeast corner of said 48.5863 acre tract;

THENCE South 89 degrees 51 minutes 48 seconds West 279.65 feet to PLACE OF BEGINNING and containing 23.3076 acres of land.

*W. B. Burklin*  
W. B. BURKLIN  
REGISTERED ENGINEER  
REG. NO. 8491



Exhibit "A"

137-87-1598

RESTRICTIONS AND COVENANTS  
OF

1. No cess pools shall ever be dug, used, or maintained on the property, and whenever a residence is established thereon all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connections therewith. The drainage of septic tanks into any road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.
2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back-water. Culverts or bridges must be used for driveways and/or walkways.
3. The property shall be used for residential and light commercial purposes only. Light commercial purposes shall include, but not be limited to, usage of buildings for retail sale of goods, wares and merchandise, professional and personal services, motels, service stations, and restaurants.
4. No basement, tent, shack, garage, barn or other outbuilding erected on this property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
5. No mobile homes shall be allowed or maintained on the property for dwelling purposes or otherwise.
6. No residence shall be erected or placed upon the property herein restricted as residential property which does not contain at least 1500 square feet of area exclusive of porches and garages. "Residential Property" is defined herein as the erection thereon of a first-class private residence, apartment or duplex, with the customary outbuildings, garage and servant's houses. No corrugated iron roll siding, tar paper or similar composition will be allowed for exterior finishing materials. The exterior of a residence must be completed and finished within 18 months from the date construction is commenced thereon.
7. No hogs, goats or other animals, generally considered to be undesirable in a residential subdivision, shall be raised, bred or kept on the property except that cattle, horses, dogs, cats or household pets may be kept; provided that such maintenance be limited to a maximum of three (3) animals per square acre.
8. No noxious or offensive trade or activity shall be maintained upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. The Purchaser of each tract or parcel of land in the Subdivision agrees that he will not permit grass or weeds to become in excess of 12 inches in height before cutting same, nor allow trash, junk, or any unsightly objects to be dumped or accumulated on the property, in default of which the Owners, or their assigns, may cut such grass or weeds or remove such trash, junk or unsightly objects and; bill such Purchaser for the charge incurred.
10. No sign of any kind shall be displayed to the public view on the property without written permission from the Owners herein.
11. No tree or trees shall be sold, cut or removed from this property over 10 inches in diameter without written permission from the Owners herein; until the Purchaser shall obtain title to the tract free and clear of any lien held by the Owners to secure the purchase price thereof.

Exhibit "B"-1

137-87-1599

12. No noxious or offensive activity shall be maintained on this land, nor shall anything be done thereon which may be or ~~may~~ become an annoyance or nuisance such as an automobile graveyard, garbage or rubbish dumping ground, oil and mining operation. The property and the public road in front of each tract shall be kept free of litter or trash.
13. These restrictions and covenants are to run with the land, and shall be binding on all of the parties and all persons until December 31, 1979, at which time such covenants shall be automatically extended for successive periods of 10 years, unless by vote of the majority of the then owners of the tracts in the Subdivision agree to change the covenants for restrictions, in whole or in part.
14. Purchasers of individual tracts in the Subdivision accept the same SUBJECT to the above set out restrictions, easements and covenants running with the land, and each, covenants with their respective grantors that they will, and that their successors, heirs, and assigns, shall faithfully observe and perform such restrictions and conditions and each of them and if any buyer or any person claiming under such buyer, shall at any time violate or attempt to violate, or shall omit to perform or observe any of the foregoing restrictions or conditions, it shall be lawful for any person owning land subject to these restrictions or conditions, or for any grantor of any tract to institute and prosecute appropriate proceedings at law or in equity, including the right of injunctive relief, for the wrong done or attempted.
15. The Purchasers of tracts in the subdivision agree that nothing may be done by them, their grantees or assigns which would result in changing or altering or interfering with existing drainage or water across the subdivision or property adjacent thereto.
16. Invalidation of any of these covenants by legal judgment or court order shall in no wise affect any of the other provisions or covenants and same shall remain in full force and effect.
17. At times designated by the Owners of the Subdivision, each Purchaser of a tract or parcel of land therein, shall pay a sum not exceeding \$ \_\_\_\_\_ on the first day of each calendar month for general maintenance of the Subdivision but not including garbage pick-up. The fund will be collected and administered temporarily by the present Owners of the Subdivision until some community organization is organized and operated by a majority of the Purchasers of the separate tracts or parcels of land therein for that purpose.
18. No tract can be subdivided into parcels of less than one acre and each tract must have a sixty (60) foot road constructed to county specifications fronting each tract. All such subdivisions must have the written approval of the Owners.

FILED  
AUG 28 10 27 AM 1979  
*Quita Saltsman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

STATE OF TEXAS }  
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

AUG 28 1979



*Quita Saltsman*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

Exhibit "B"-2