

053-01-2066

COUNTRY ESTATES

COVENANTS & CONDITIONS

REAL PROPERTY RECORDS

8100762

THE STATE OF TEXAS I

COUNTY OF MONTGOMERY I

RECORDEE'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All book-outs, additions and changes were present at the time the instrument was filed and recorded

WHEREAS, TOM A. MARTIN, TRUSTEE, is the owner of a certain tract or parcel of land containing 97 Acres of land in the M.H. Short Survey, Abstract A-509, in Montgomery County, Texas, and; (Exhibit A Attached)

WHEREAS, said tract has been subdivided into a recorded subdivision known as Country Estates, does hereby create the following set of restrictions in order to insure to all purchasers in said subdivision that the properties thereof will be developed and maintained in a uniform manner to the mutual benefit of itself and all future owners; and accordingly, the following conditions, restrictions, and covenants are hereby established to be covenants running with the land, binding upon all tracts and future purchasers, or owners, their heirs and assigns and all parties or persons holding possession under such purchasers or future owners in Country Estates. Each purchaser or future owner, or party holding possession under person, agree that as part of the consideration for their purchase and deed that they shall be subject to and bound by the conditions, restrictions and covenants as herein set forth.

NOW, KNOW ALL MEN BY THESE PRESENTS, THAT TOM A. MARTIN, TRUSTEE, acting by and through his duly authorized officers, of the County of Montgomery, State of Texas, in consideration of the premises set forth above, do herewith place the following restrictions upon said Country Estates and each and every part and parcel thereof, to wit:

1. The conditions and restrictive covenants shall be binding upon the land and the purchaser thereof until January 1, 1996, and may be extended for additional ten (10) year periods thereafter, provided that three-fourths (3/4) of the owners of tracts in said subdivision shall agree in writing properly filed in the office of the County Clerk of Montgomery County, Texas, that the said restrictions shall be continued for such period, and provided that such written agreements shall be made and filed within the last two(2) years of the period during which the restrictions are enforceable. In any instrument of extension the three-fourths, or 75% shall be calculated upon the basis of one vote for each lot in said subdivision which is under these restrictions.

2. If any of the said parties shall violate any of the covenants herein contained it shall be lawful for any other person or persons owning real property interest therein situated in said addition to prosecute such proceedings at law or in equity against violators and to recover damages for the breach thereof for both injunctions and damages, or for any other relief obtainable for such violation.

3. 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 judgement 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.

4. All lots in said subdivision shall be known and described as single family residential lots.

5. No residence shall be erected upon the property, which does not contain at least 800 square feet of living space. No residence shall be closer to the front property line than 75'.

6. Mobile Homes or Travel Trailers may be used as homes providing they contain at least 300 square feet of living area. These homes must be clean and in good condition at time of moving onto the lot. If they are over 5 years old, approval to move them onto a lot must be received in advance in writing from TOM A. MARTIN, his heirs, or assigns.

7. Whenever a residence is established on the property all toilets shall be connected with a septic system that meets the Montgomery County Health Department standards. All residences must connect to the Central Water System.

## PAGE 2 COVENANTS &amp; CONDITIONS

8. No hogs, goats, or commercial livestock other than one (1) horse or one (1) cow, domestic fowl, and household pets such as dogs, cats and birds will be allowed to be kept on a lot.

9. No noxious or offensive trade or activity shall be carried on upon this property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood such as allowing junk automobiles or excessive garbage and trash accumulation on the property.

10. Drilling or exploration of minerals is not allowed. The water well and plant is restricted to the reserve for water well.

11. No sign of any kind shall be displayed to the public view on any lot except one small sign of not more than six feet square advertising the property for rent or sale. The developer is allowed two large signs in the subdivision advertising the subdivision lots for sale, etc.

12. All residences and buildings must adhere to the subdivision plat setback lines.

13. All fence that faces a street must be of wood or steel construction. No barb-wire fencing facing a street is allowed. Any animals or birds must be fenced behind residence, no closer to street than 75', except for corner lots which may be fenced for animals up to 40' from side lot line.

14. All structures placed on the property must have finished exteriors such as brick, varnish or paint, etc.

15. No property owner shall excavate, remove or sell the soil other than what may be necessary for the reasonable use, upkeep and maintenance of the property. No property owner will remove any timber larger than 6" in diameter except at the exact location for a home and driveway. Any other removals must be approved in advance by TOM A. MARTIN.

16. All property owners upon constructing a driveway will use concrete reinforced culverts of at least eighteen inches or more in diameter placed in the road ditch according to County requirements. These culverts may be required to be larger than eighteen inches. Property owners must check with developer for proper size before installation.

17. Transport vehicles: Trucks with tonnage in excess of three-quarters (3/4) of a ton shall not be permitted to park on the streets, driveways or lots over night, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this Subdivision at any time.

18. Firearms: The use or discharge of any type of firearms is expressly prohibited on any of the property.

19. Seller, his successors or assigns reserves a fifteen (15) foot wide easement along all interior road rights-of-way for the purpose of installing, operating, and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary; together with the right to install, operate and maintain gas lines, water wells and water lines and appurtenances, sewer lines, culverts, and drainage ditches, reserving the right of ingress and egress to such areas for any of the purposes mentioned above. Seller also reserves the right to cause or permit drainage of surface waters over and/or through said property: The owners of said lots shall have no cause of action against Seller either at law or in equity by reason of any damage caused said lots by installing or maintaining above mentioned installations.

20. These covenants & conditions can be amended or changed only by the owner TOM A. MARTIN, TRUSTEE, his heirs, or assigns, as long as he holds title to three-fourths, (75%) of the total lots in the subdivision. Once 75% of total lots are conveyed by General Warranty Deed to lot purchasers, Covenant #1 takes effect.

These restrictions and covenants are established for the benefit and protection of the residences of the above described property, consequently they must and will be enforced.

WITNESS OUR SIGNATURES AND SEAL OF TOM A. MARTIN, TRUSTEE, this 1st day of August, A.D., 1980.

[Signature]  
TOM A. MARTIN, TRUSTEE

Witness: Linda Rhoden

THE STATE OF TEXAS

( )

COUNTRY OF MONTGOMERY

( )

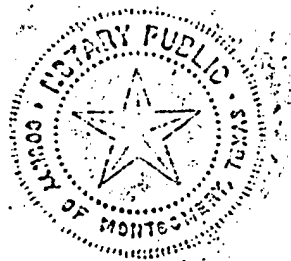
RECORDER'S MEMORANDUM:

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BEFORE ME, the undersigned, a Notary In and for said County and State, on this day personally appeared Tom A. Martin, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that the same was executed for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of August, A. D. 1980.

My commission expires 12-5-84



[Signature]  
NOTARY PUBLIC IN AND FOR THE COUNTY OF MONTGOMERY,  
STATE OF TEXAS

053-01-2069

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
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  
Montgomery County, Texas.

JAN 8 1981

ORIGINAL ILLEGIBLE



Roy Harris  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

TRACT 1: 97.367 acres of land in the M. H. Short Survey, A-509, Montgomery County, Texas, and being more particularly described as follows:

BEGINNING at a 1" Iron Bar for the northeast corner of the herein described tract in the north line of the M. H. Short Survey, and being S.89°44'14"W., 1535.5 feet from the northeast corner of the M. H. Short Survey;

THENCE S. 0°39'48"W., with a fence line, a distance of 568.56 feet to a 4/8" Iron Rod at the northeast corner of a 1 acre tract;

THENCE N.73°53'47"W., with the north line of said 1 acre tract, a distance of 207.52 feet to a 5/8" Iron Rod;

THENCE S.0°34'44"E., with the west line of said 1 acre tract, a distance of 208.50 feet to a 5/8" Iron Rod;

THENCE S.73°29'16"E., with the south line of said 1 acre tract, a distance of 144.85 feet to a fence corner;

THENCE S.4°13'18"E., with the fenced west line of a roadway, a distance of 676.09 feet to a 1/2" Iron Rod at an Angle Point;

THENCE S.0°36'15"W., with a fence line, a distance of 723.35 feet, to a 3/8" Iron Rod in the north line of a 41.84 acre tract for the southeast corner of the herein described tract;

THENCE N.89°48'49"W., with said north line at 181.89 feet pass a 1" Iron Bar at the northwest corner of said 41.84 acre tract and the northeast corner of a 102.6 acre tract continuing with the north line of said 102.6 acre tract, a total distance of 2008.62 feet to a 3/8" Iron Rod for the southwest corner of the herein described tract;

THENCE N.1°03'00"E., with the east line of a 90.922 acre tract, a distance of 2,142.87 feet to a 3/8" Iron Rod in the north line of the M. H. Short Survey for the northwest corner of the herein described tract;

THENCE N.89°44'14"E., with said north line, as fenced, a distance of 1,992.18 feet to the PLACE OF BEGINNING, and containing 97.367 acres of land.

TRACT 2: A tract of land sixty foot (60') wide out of Tracts 21, 22 and 23, REDBUD FOREST SUBDIVISION out of the M. H. Short Survey, A-509, Montgomery County, Texas, and being more particularly described by field notes attached hereto and by reference made a part hereof.

Grantors hereby convey a fifteen foot (15') easement for utility purposes adjacent to the sixty foot (60') strip described as Tract 2 herein and said fifteen foot (15') easement being along the easterly boundary of said sixty foot (60') strip.

SAVE AND EXCEPT Grantors herein reserve unto themselves all oil, gas and other minerals that may be produced from said premises without right of ingress and egress with respect to the development and production of same.

RECORDER'S MEMORANDUM:

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FILED FOR RECORD

EXHIBIT "A"

1981 JAN -8 PM 2:07

Roy Harris  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS