

98-50-06-83-DD/41/BF

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STEWART TITLE HOUSTON DIVISION VOL 0593 PAGE 399

THE STATE OF TEXAS )  
COUNTY OF WALLER )  
RETURN TO: BETH FORREST  
STEWART TITLE HOUSTON  
P. O. BOX 1504  
HOUSTON, TEXAS 77251-1504

RESERVATIONS, RESTRICTIONS AND COVENANTS  
NINE BAR WEST SUBDIVISION  
WALLER COUNTY, TEXAS

980706A

WHEREAS, 8 Tracts totaling 774.9 total acres, more or less, located in Waller County, Texas, are known as the Nine Bar West Subdivision (the "Subdivision") as shown on a plat recorded in Book 591, Page 18, Waller County Records.

Quapaw Investments, L.L.C., an Oklahoma Limited Liability Company ("Owner") owns all of the Subdivision.

Owner hereby places the following Reservations, Restrictions and Covenants on the use of the 8 tracts comprising the Subdivision:

1. All tracts shall be known and described as tracts of the Nine Bar West Subdivision as set forth above and no structures shall be erected, altered, placed or permitted to remain on any of the above tracts except as provided herein.
2. Any structure built in the Subdivision shall be completed within twelve months after construction is commenced. The purpose of this section is to prevent tract owners from commencing the construction of a building and then not completing such construction to the detriment of the tract and the surrounding tracts.
3. No dwelling, garage, guest house, barn or other building or structure of any description such as those used for livestock or playground structures, or any other non-dwelling structure, shall be located nearer than 50 feet from any tract line. Any tract owner who desires to locate such a permanent structure within 50 feet of a boundary line may do so only after obtaining the written consent from any other tract owner whose tract adjoins that boundary line. Such written consent shall be recorded with the County Clerk of Waller County, Texas and shall provide the legal descriptions of the tracts involved and an improvement location certificate prepared by a licensed surveyor, showing the location of the structure. This restriction does not apply to structures built within 50 feet of a tract or boundary line that does not adjoin another tract as set forth above and covered by these Covenants.
4. All buildings and structures erected on the tracts shall be finished with standard building materials generally used for an outside finish. Building exteriors and roofs will

be maintained and kept in good repair, painted, or otherwise maintained as the particular outside finish requires from time to time.

5. The foregoing provisions shall not relate retroactively to buildings in existence at the date of this instrument. Manufactured or mobile homes or other structures transportable in one or more sections and which are designed to be used as a dwelling with or without a permanent foundation may not be erected within the Subdivision.

6. No basement, shack, garage, construction trailer, modular home; mobile home, barn or other outbuildings or structures, whether temporary in character and design or permanent, may be used as a residence at any time, including during the building of the main single family dwelling residence. No single family dwelling or guesthouse may be occupied until it is completely finished on the outside, and until water, sewage and electricity are installed.

7. If desired, each Subdivision tract will have its own well and septic system. The septic system must be constructed as required by the appropriate agency.

8. Livestock may be kept on individual Subdivision tracts. No commercial poultry or hog operations may be conducted within the Subdivision. Each tract owner who keeps livestock shall ensure that the property of surrounding tracts is not adversely affected or damaged by any animal, animal wastes, odor or the destruction of natural ground cover in such a manner that it affects the historic flow of water from the tract with the livestock to surrounding tracts. Any government regulations concerning the keeping and raising of livestock, however, shall take precedence over these covenants if they are in conflict.

9. Each tract owner shall ensure that such tract owner's animals are maintained on and confined to such owner's tract, by all necessary fencing or other restraints, at the expense of the animal owner, and not allowed to cross on to the property of other tract owners

10. No signs, building or advertising devices of any kind except those used in the sale of property, as by a real estate agent, or signs advertising a home business or occupation on the tract not to exceed 4 feet by 4 feet, shall be erected on any tract. This does not include any signs on a gate or entranceway into the tract setting forth the name of the owner or the name of the tract. Every tract owner will keep his tract of land free of all trash, ashes and any other forms of refuse, vehicles that are not running of any description, unused building materials and all other items of personal property unless they are maintained in a container designed for the item or are screened or covered in a manner that is consistent with the terrain and ground cover on the tract.

11. There shall be no commercial automotive or other kind of vehicle or boat repair facilities, and there shall be no commercial hog or poultry operations maintained or operated within the Subdivision. Additionally, there shall be no day-care centers located in any facility on any tract; however, a day-care home, as defined by the appropriate governmental agencies, will be permitted. There shall be no mining of any kind within

the Subdivision. This does not include water wells, which may be drilled consistent with State of Texas regulations in existence when the well is drilled.

12. No tract owner may use his tract in a way that affects tracts around him by reducing the value of those tracts as a result of that tract owner's use of his property. No tract owner can excavate, raise the height of existing grade, or remove ground cover, except as to build a structure, in a manner that will affect the historic flow of the water across the Subdivision from one property to another. No tract owner may channel water from his property to another tract owner or make any modifications or changes to his property, either as a result of building dwellings or other structures or by otherwise using his property in a manner that does affect the historic flow. The purpose of this section is to protect all tract owners from damage which is foreseeable and which can be prevented by the use of appropriate engineering experts and good ground conservation techniques. This covenant does not apply to the road being constructed known as "Nine Bar Road".

13. Any owner of any real property interest within the Subdivision may enforce these restrictions through any proceedings at law or in equity or through any mediation or arbitration that any court may order against any person, be they a tract owner or other individual living on the tract or using the tract, for violating or threatening to violate the restrictions herein stated. Such tract owner or owners who bring the legal action may ask for any relief the court deems appropriate to include, but not limited to, temporary and permanent injunctions, damages suffered by the parties bringing the action for any violation of the Covenants stated herein, to themselves, their family, their animals, their tract or their dwelling and structures and for any other relief the court deems appropriate. In such action, the successful party shall be reimbursed all costs and attorney fees. Prior to the filing of any such lawsuit, the party bringing the lawsuit to enforce the covenants must first notify the other tract owner in writing, by personal service or certified letter, of his concerns with respect to any portions of the Covenants which he believes the tract owner is violating and to list in a general way any damages that the initiating tract owner may now or in the future suffer. If the other tract owner begins to correct the violation within 30 days of the notice, then no legal action shall be filed so long as reasonable efforts to correct are being made. This process must be completed within three months or legal action may be commenced.

14. Any further subdivision of any Subdivision tract will not affect these Covenants. These Covenants will apply to any future tracts, which may be made by dividing any existing tract. If additional tracts are made, then the provisions set forth below for modification of the Covenants will be modified to require at least 75% of the homeowners to modify or amend the Covenants.

15. These Covenants shall run with the land and shall be binding on all owners within the Subdivision after they are filed. These covenants shall run until August 1, 2010, at which time they shall be automatically extended for successive periods of 10 years each. The covenants may be modified if 6 of the 8 tract owners agree, in writing, to modify the covenants and then sign the modification, which will then be recorded with the County

Clerk of Waller County, Texas. The Covenants can be terminated by agreement of all 8 tract owners. Attempts to amend or terminate the Covenants may be made only every two years and then only after providing all homeowners with certified letters informing them 30 days in advance of the intended changes and the location of the meeting of all interested homeowners to discuss and vote on the changes. Any tract owner that cannot attend such meeting may provide a notarized proxy to any individual over the age of 18 to vote his position on the changes.

16. If any one of these Covenants is determined to be invalid or as modified by any court order, it shall in no way affect the other provisions of these Reservations, Restrictions and Covenants which shall remain in full force and effect.

17. Any easements of record, as they may affect boundary or tract lines, will extend the set back set forth above as it affects the building of dwellings or structures within a certain distance of a tract or boundary line.

18. The Covenants are intended to benefit the owners of the Subdivision and to maintain the type and quality of the tracts, their use to the benefit of the individual tract owners, as well as all other tract owners as a group.

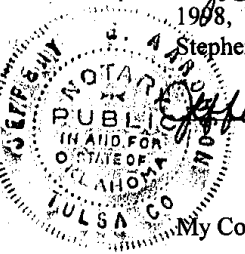
IN WITNESS WHEREOF, Owner has signed this declaration this 20 day of July, 1998.

Quapaw Investments, L.L.C., an Oklahoma Limited Liability Company

By *[Signature]*  
Stephen Buford, Manager

STATE OF OKLAHOMA    )  
  )  
COUNTY OF TULSA     )

This instrument was acknowledged before me on this 20 day of July, 1998, by Quapaw Investments, L.L.C., an Oklahoma Limited Liability Company, by Stephen Buford, its manager.



*[Signature]*  
Notary Public, State of Oklahoma

My Commissions Expires: 7-23-2000

Filed for Record      July 29                            A.D., 1998 at 2:40 o'clock P. M.

RECORDED            Aug. 7                                  A.D., 1998 at 10:10 o'clock A. M.  
**CHERYL PETERS, County Clerk, Waller County, Texas**

By *[Signature]* Deputy