

S370606

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512-29-0456

Rash

DEED RESTRICTIONS

45.864 Acres, James Coalter Survey,
Abstract 214, Harris County, Texas

[Signature]

03/21/97 100450087 S370606 \$25.00

STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT BETTER VALUE HOMES, L.L.C. (herein referred to as "Declarant") is the owner of 45.864 acres of land in the James Coalter Survey, Abstract 214, Harris County, Texas, and being that property as conveyed from SAMUEL NEAL McCRAW to BETTER VALUE HOMES, L.L.C., a Texas limited liability company, by an instrument of record under Harris County Clerk's File No. S370606 of the Official Public Records of Real Property of Harris County, Texas, said 45.864 acres being more particularly in Exhibit "A" attached hereto and incorporated herein for all intents and purposes, (sometimes hereinafter referred to the "Land").

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Declarant desires to create and carry out a uniform plan for the improvement, development and sale of tracts of land out of the above 45.864 acres; and to that purpose, Declarant hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, and limitations governing conveyance of all tracts; and each contract or deed which may be hereafter executed with regard to any of the tracts shall conclusively be held to have been executed, delivered, and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

VIOLATION OF RESTRICTIONS

If any Grantee, their heirs, assigns, or legal representatives shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any Seller, or Seller's successors, assigns and legal representatives or other owners (hereinafter sometimes referred to as "Landowners") under these or similar restrictions, to prosecute any proceedings at law or in equity against the person, persons, or entities violating or attempting to violate such restrictions and either to prevent such person, persons, or entities from violating such restrictions, or to recover damages or other dues for such violation for the benefit

of Seller or Seller's successor, assigns and legal representative, or other owners, as their interest may appear. Any party prosecuting a violation of restrictions under this declaration may recover attorney's fees and other expenses reasonable and necessary in enforcing these restrictions and may be entitled to a TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) penalty paid by the violating party.

PROTECTIVE COVENANTS

1. **No Subdividing:** The subject tracts may not be subdivided after the original purchase from Declarant.

2. **Single-Family Residence:** The land shall be used for single-family residential purposes only, with only one (1) single family residence (which may include a garage, guest house, and quarters for live-in servants) permitted on each tract partition out of the land, by way of illustration but limitation, such single-family residential use specifically excludes all multi-family and/or multi-unit type structures such as apartment buildings, duplexes, complexes, condominiums, townhomes, and cluster homes.

3. **No Mobile or Temporary Structures:** No trailer, mobile home, tent, shack, or other temporary structures shall be erected, placed, or maintained on said tracts and no temporary building, basement, or garage shall be used for human habitation, either temporarily or permanently. This section shall not be construed so as to prevent the placement on the premises for less than 180 days of a temporary contractor's building during the construction of a permanent residence.

4. **Business or Commercial Structures:** No business or commercial structure of any kind or nature whatsoever shall be built on any portion of the property.

5. **Offensive Activity:** No activity which is unlawful or illegal or which is noxious or offensive or constitutes a health hazard to the neighborhood or which is hazardous by reason of danger from fire or explosion shall be permitted on the land or any tract therein, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners.

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6. **Trash:** No trash, garbage, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on said property.

7. **Vehicles On Premises:** A camper or motor home may be kept on the premises after completion of a permanent residence if the camper or motor home is owned by the owner of the residential tract upon which it is kept, is not connected to permanent utilities, and is not occupied. Such camper, motor home, or any boat and/or boat trailer must be kept at the rear of the residential tract behind the residence in a fully enclosed structure placed in such a way as to be as inconspicuous as possible from the road. No automotive vehicles that are not in good running condition and regular use will be allowed on the land. No tractor/trailer type truck, dump truck, delivery truck, or construction equipment of any kind shall be parked on the land or any residential tract at any time except temporarily while such vehicles are being used in the construction of improvements thereon.

8. **Building Materials:** No building materials of any kind or character shall be placed or stored upon the property for a period of more than thirty (30) days prior to the commencement of construction of improvements and then such materials shall be placed within the property lines of the residential tract upon which the improvements are to be erected, and shall not be placed on the street.

9. **Animals:** Livestock may be kept or permitted on the building site, such as pets for domestic or family use only. Dogs are not permitted to run loose. They must be in a fenced area. It is expressly understood that none of such animals shall be kept, bred, or maintained for commercial purposes. Winged fowl may only be kept off the ground in pens for personal use. Nothing herein contained shall ever be construed so as to permit the keeping of animals and pets to become a nuisance or noxious to the other owners of the tracts out of the land or well-being of the community. It is further understood that no hogs or swine shall be kept on any part of a residential tract for any purpose whatsoever (except for valid FFA project). FFA and 4-H Club projects shall not be considered commercial. No more than one (1) large animal (horse, cow, or sheep) per acre will be allowed.

10. **Septic:** No cess pool shall be dug or permitted on the property. Septic tanks will be permitted on the property but their construction and location shall comply with all existing state, federal, or laws relating thereto. In any event, however, no septic tank or field shall be permitted closer than fifty (50) feet from any roadway or lake and twenty-five (25) feet from any property line. No septic tank may be shared with any other property owner. There shall be no outside toilet built or used on the premises.

11. **Firearms and Fireworks:** The use or discharge of pistols, rifles, and other firearms and the use of explosives and fireworks is strictly prohibited anywhere on the land and on each residential tract.

12. **Property Maintenance:** Grantees, their heirs, assigns and legal representatives, are bound and obligated through the purchase of said property, to maintain the same, at their own expense, in a neat and presentable manner and are obligated to keep the grass, vegetation, and weeds on said tract cut as often as may be necessary to keep the property in a neat and attractive condition. In the event Grantees should fail to maintain said property in a neat and attractive manner, Landowners will notify the Grantees in writing of any objectionable, detrimental, or unattractive condition existing on said property and request Grantees, or subsequent owners, to eliminate any objectionable, detrimental or unattractive condition existing upon said property with fifteen (15) days after receipt of written notice from the Landowners, specifying such objectionable or detrimental condition. Then in such event, the Landowners are authorized to proceed with litigation against the person, persons, or entities violating such restrictions. In the exercise of the aforementioned power to eliminate any objectionable, detrimental, or unattractive conditions should a property owner fail to do so after being notified, the Landowners shall not be liable, and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such action.

13. **Roadway Right-Of-Way Easement Restriction:** No tract or parcel of land may be purchased for the use as a right-of-way or easement to adjoining property for the purpose of development.

IMPROVEMENTS

1. **New Construction:** Any residence constructed on said tracts shall be new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences. External construction of residences must be brick, stucco, hardy board, or any combination of same and must be constructed with a 25-year roof. All one-story residences shall contain not less than 2,000 square feet of living area and all two-story residences shall contain not less than 2,400 square feet of living area, exclusive of porches, breezeways, patios, and garages. All residences must have a minimum 2-car garage.

2. **Set-Back Lines:** Each residence shall be located at least one hundred (100) feet from any road easement and least twenty-five (25) feet from any side or fifty (50) feet from the rear boundary line of a residential tract or from any utility easement.

3. **Building Time Limit:** All improvements must be completed in a reasonable length of time. It is stipulated that a reasonable length of time for the completion of improvements, residence or other structure, is twelve (12) months from the date the slab or foundation is poured or installed, or the improvements are initiated.

4. **Driveways:** All driveways shall be constructed of either road base material topped with asphalt, flexible base tar and gravel, or concrete. Dirt driveways are not allowed.

5. **Signs:** Except for "For Sale" signs, which shall not be larger than 2-feet by 3-feet, no sign of any kind shall be erected.

6. **Fences:** Each tract or parcel of land must have a minimum 3-rail fence in front of the property. All fences or walls shall be wood, masonry, wrought iron, green vinyl-coated chain link or a horse fence constructed by hog wire or a minimum of 5-wire (smooth, no barbed wire) providing that wire fences shall be even with or behind the rear elevation of the home and not closer to the road than the building line on a side road. No fences in front of a home may be more than 4 feet 6 inches high and must be

constructed of wood (plastic fences that look like wood are acceptable). All wooden fences shall be constructed of cedar, redwood, or treated or painted lumber. All perimeter fences must be placed on the property line according to the survey plat.

8. *Outbuildings:* Outbuildings used for servants or guest quarters, etc., must be behind the main residence. All structures must conform to the character of the main residence and must be constructed with the same external materials as the main residence.

MISCELLANEOUS

1. *Duration:* These covenants and restrictions shall run with the land and shall be binding upon Grantees, their heirs, assigns, and legal representatives, and all parties or parties claiming under them until January 1, 2020, and shall be automatically extended for successive ten (10) year periods unless changed or ended in whole or part by the owners of at least One Hundred (100%) Percent of the acreage covered by these restrictions as presently filed or as enlarged in the future. Any amendment must be recorded.

2. *Validity of Restrictions:* In the event any one or more of these covenants, agreements, restrictions, or conditions shall become or be held invalid by reason of abandonment, waiver or judicial decision, the same shall in no way affect the validity of any other covenants, agreements, conditions, or restrictions set out herein, which shall remain in full force and effect.

3. *Variances:* Property owners may request variances of the deed restrictions. Variance requests must be made in writing and must be approved by all of the property owners.

4. *Drainage Ways:* All natural and man-made drainage ways shall be maintained to maximize continual drainage and will not be blocked or altered in any way that would inhibit or obstruct drainage.

END OF RESTRICTIONS