

RESTRICTIVE COVENANTS

VOL. 1548 PAGE 884 TARKINGTON HILLS SUBDIVISION

THE STATE OF TEXAS

COUNTY OF LIBERTY

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FAIRWAY HOMES & CONSTRUCTION, INC., herein referred to as "Developer" is the owner of the following tract of land in Liberty County, Texas, to-wit:

TARKINGTON HILLS SUBDIVISION, a subdivision of 68.978 acres of land in the MOSES DONAHOE SURVEY, A-25, Liberty County, Texas, according to the map or plat thereof recorded in Volume 9 Page 112 of the Map Records of Liberty County, Texas.

WHEREAS, Developer intends to subdivide such property into lots to be sold for residential purposes, such subdivision to be recorded and known as TARKINGTON HILLS SUBDIVISION; and

WHEREAS, the Developer desires that each Lot out of the property shall be subject to the covenants, conditions and restrictions herein contained; and

NOW, THEREFORE, FAIRWAY HOMES & CONSTRUCTION, INC., the owner of the property herein described, do hereby set forth the following covenants, conditions and restrictions to the above described property.

ARTICLE I.

Definitions

Section One. "Owner" shall mean and refer to the record owner of a lot in TARKINGTON HILLS SUBDIVISION, a recorded subdivision in Liberty County, Texas, being out of and a part of the above described property.

Section Two. "Developer" shall mean and refer to FAIRWAY HOMES & CONSTRUCTION, INC.

Section Three. "Lot" shall mean and refer to a Lot out of and a part of the said TARKINGTON HILLS SUBDIVISION, a recorded subdivision, or a subdivision to be recorded in Liberty County, Texas.

Section Four. "Subdivision" shall mean and refer to TARKINGTON HILLS SUBDIVISION, a recorded subdivision or a subdivision to be recorded and located out of and a part of the above described property.

ARTICLE II

Use Restrictions

Section One. Restrictions.

1. No cesspool shall ever be dug, used or maintained on any Lot, and whenever a residence is established on a lot, all toilets shall be connected with sewage disposal systems of a

type approved by local and state health agencies. All systems shall be maintained by the Owner at all times, in a proper and sanitary condition and in accordance with applicable state and county regulations. Any sewage system is to be located in the area back of the residence. 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. Culvert or bridges must be used for driveways and/or walks and shall be constructed of concrete pipe and of a size not less than eighteen inches (18") in diameter or of a greater size in accordance with county specifications.

3. All Lots shall be used for residential purposes only. Not more than one family shall reside on any Lot. No part of any Lot shall be used for any purpose other than a one (1) family residential dwelling. Not more than one (1) such residential dwelling shall be allowed on any Lot. Additions, awnings, carports, cabanas, barns or utility rooms must be of construction material, design and location approved in writing by Developer or Developer's duly authorized agent. All dwellings are to be of brick or stone veneer construction. Developer reserves the right to approve the building plans of all residential structures. No used or second-hand houses may be moved onto a Lot in the subdivision. Conventional residences constructed on this acreage shall contain a minimum square footage of one thousand eight hundred feet (1,800') of living space, exclusive of porches and garages. Once construction has started upon a building of any type, it shall be completed within nine (9) months from the time construction is commenced.

4. No building, trailer, fence, wall or any other structure or plantings shall be commenced, placed, erected, or maintained or shall any addition thereto or alteration thereof be made until plans and specifications showing the nature, time, shape, materials to be used, and floor plan shall have been submitted to and approved in writing by Developer or Developer's agent. All dwellings are to be constructed so that the front entrance will face a subdivision street.

5. No person shall be allowed to inhabit any dwelling on any tract until a septic tank and septic lines have been installed meeting the requirements of Liberty County, Texas.

6. No part of any Lot contiguous to a street shall be filled, excavated, or the contour thereof changed without the written consent of Developer or Developer's agent.

7. Nothing may be done by an Owner, his grantees, or assigns which will result in changing or altering or interfering with the existing drainage or water across a Lot of adjacent property. It is agreed that Owners will use streets in a safe, lawful, reasonable and courteous manner, and that any damage to Developer or others caused by Owner's failure to use such streets in the applicable manner will be the sole responsibility of Owner.

8. All Lots and adjacent roadways shall be kept in a neat and orderly condition. Grass and wood shall be cut regularly and trash, junk, and refuse shall not be kept or allowed on any Lot, nor shall unsightly articles, objects or things be placed thereon, including, but not limited to, any motor vehicle not in operating condition and without current license plates. No construction equipment or dump trucks may be parked on any Lot. No nuisance shall be maintained nor any obnoxious or offensive activity shall be conducted upon any Lot nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Discharge of firearms is strictly prohibited in the subdivision. In the event of default in the strict performance of this covenant, Developer or Developer's agent, may, without notice to the Owner thereof, enter upon the premises and cut the grass and weeds thereon and remove and dispose of the trash, junk and unsightly articles or objects and perform any other work necessary to maintain the quality of the subdivision. Developer or Developer's agents shall render a written statement of the expenses thereof to the Owner of said Lot, who shall immediately pay the full amount thereof in cash. All such amounts shall be secured by vendor's lien upon and against the Lot where work has been performed. The necessity of performance of such work shall be within the sole discretion of the Developer or Developer's agents.

9. No outside clothes line shall be constructed or maintained on any Lot within sight of the street. The burning of garbage or trash or other debris on any Lot is prohibited. No building shall be placed nearer than fifty (50') from any subdivision street and as set forth on the Plat of such subdivision.

10. The streets and roads shown on said recorded plat are dedicated to the use of the public. The utility easements shown thereon are dedicated subject to the reservations hereinafter set forth.

- a. The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility authorized to operate and/or operating in Liberty County, Texas, as well as for the benefit of the Developer and the Owners in the subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power lines, telephone lines, gas lines, water lines, storm sewers and any other utility or service which the Developer may find necessary or proper.
- b. The title conveyed to any property in the subdivision shall not be held or construed to include the title to the water, gas, electricity, telephone, storm sewer, poles, pipes, conduits or other appurtenances or facilities constructed by the Developer or public utility companies upon, under, along across or through such public utility easements; and the right (but no obligation) to construct, maintain, repair and operate such systems, utilities, appurtenances and facilities is reserved to the Developer.
- c. The right to sell or lease such lines, utilities, appurtenances or other facilities to any municipality, governmental agency, public service corporation or other party is hereby expressly reserved to the Developer.
- d. Neither the Developer, nor its heirs, successors or assigns, using said utility easements shall be liable for any damage done by any of such parties or any of its agents or employees to shrubbery, trees, flowers or other property of the land owner situated on the land covered by said utility easements.

11. No sign or advertisement shall be placed on any Lot except one sign not larger than two feet by four feet (2' X 4') to advertise for sale the property, lease or rent, and no business of any type, kind, character, nor any occupation or profession for commercial gain or benefit shall be conducted on any Lot.

12. Nothing contained in this instrument shall prevent Developer from maintaining a sales office or offices nor from storing supplies and/or equipment upon any Lot or Lots within the subdivision.

13. No Lot in the subdivision shall be resubdivided in any fashion.

14. Each Owner shall, at his sole cost and expense, repair all buildings or other improvements of any character on his Lot, keeping the same in a condition comparable to the condition of such building or other improvements at the time of their initial construction, excepting only normal wear and tear.

15. If all or any portion of a building or other improvements be damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct the same in the manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners. Notwithstanding anything contained in this Paragraph 15 to the contrary, the Owner of the Lot upon which a building or other improvement has been so damaged or destroyed shall not be required to so rebuild, repair or reconstruct provided the building or other improvement which has been so damaged or destroyed is removed from the Lot and provided further, the Lot remains in a sanitary, healthful and attractive condition.

16. No temporary structures such as a trailer, tent, shack, shed, storage room or garage shall be used at any time on any building site in this subdivision as either a temporary or permanent residence. Neither shall any temporary structure be permitted to be placed on any Lot unless the permanent residence has first been constructed or placed prior to such time.

17. Ditches and culverts shall be kept open and only culverts of a size recommended by the county shall be installed. No trees, brush or building materials or any other material may be stacked or piled in roads or ditches.

18. No hogs, goats or other animals generally considered to be undesirable in a residential subdivision shall be raised, bred or kept on this property except that dogs, cats or household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose. Cattle and horses kept for personal use only may be allowed; however, the number of permitted animals shall not exceed one (1) per acre; provided further that all such animals be kept in a suitable enclosure for the number and type of animal. Nothing herein shall

exempt or except the keeping of animals, livestock or poultry from the covenants against nuisances anywhere herein. Any livestock enclosure which is overcrowded or not adequately maintained and clean, or which presents an unkept appearance or produces noxious odors may be declared a nuisance by the homeowners association and ordered removed from the land, which action if taken in good faith, shall be conclusive upon the question of nuisance.

19. Each Owner of a Lot binds and obligates himself through purchase of the said Lot or Lots to maintain the same at his own expense in a neat and presentable manner.

20. The restrictions and covenants are to run with the land and shall be binding on all of the parties and all persons until October 31, 2014, at which time such covenants shall be automatically extended for successive periods of ten (10) years, unless the owners of 75% or more of the Lots in the subdivision agree in writing to change the covenants or restrictions in whole or in part.

ARTICLE III

Property Subject to Covenants, Conditions and Restrictions

The covenants, conditions and restrictions created herein and established for the benefit of and are applicable to all Lots in the TARKINGTON HILLS SUBDIVISION.

ARTICLE IV

General Provisions

Section One. Enforcement.

In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions, or restrictions herein contained, enforcement shall be authorized by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such provisions, including but not limited to, a proceeding to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provision. Any person found to have violated or to have attempted to violate any of the provisions hereof in any proceeding at law or in equity hereby agrees to pay to the opposite party reasonable attorney's fees for the services of the opposite party's attorney in the action or proceeding such fees to be fixed by the Court. It shall be lawful for the Developer or any person or persons owning property in the subdivision to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any of such provisions. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.

Section Two. Severability.

Invalidation of any of those covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

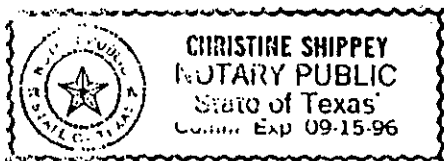
EXECUTED this the 12th day of October 1994.

FAIRWAY HOMES & CONSTRUCTION, INC.

BY: Ronald R. Shirley
Ronald R. Shirley

THE STATE OF TEXAS)
COUNTY OF Liberty)

This instrument was acknowledged before me on this the 12th day of October 1994, by Ronald R. Shirley, the Secretary of FAIRWAY HOMES & CONSTRUCTION, INC.



Christine Shippey
Notary Public in and for
the State of Texas
My Commission Expires 9/15/96
Christine Shippey
Printed Name of Notary

FILED FOR RECORD
95 JAN 11 AM 11:46

Wanda Barker
COUNTY CLERK
LIBERTY COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF LIBERTY }
I, WANDA BARKER, hereby certify that this instrument as FILED in file number sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the volume and page of the OFFICIAL PUBLIC RECORDS of Liberty County, Texas, as stamped hereon by me on

JAN 13 1995



Wanda Barker
COUNTY CLERK
LIBERTY COUNTY, TEXAS