

007880

DEED RESTRICTIONS

185-96-2106

6T RANCH ESTATES - SECTION II

STATE OF TEXAS

COUNTY OF HARRIS

I
I

KNOW ALL MEN BY THESE PRESENTS:

That we, CHARLES D. TOWERY and ANN R. TOWERY (hereinafter referred to as "Owners" or "Developers"), are the owners of a tract of One Hundred Sixty (160) acres of land described as follows:

BEING Lots Seven (7), Eight (8), Nine (9) and Ten (10) in Section Seven (7) of HARRIS COUNTY SCHOOL LANDS, Abstract #332, Harris County, Texas, as recorded in Volume 17, Pages 222 and 223 of the Deed Records of Harris County, Texas.

The Subdivision known as Section II - 6T RANCH ESTATES consists of 47 acres, more or less, along the Northern Boundary of Lots Seven (7) and Eight (8), being more particularly described in Exhibit "A", hereto attached and incorporated herein for all intents and purposes.

Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the tracts in the Subdivision; and, to that purpose, Developer hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, limitations, governing conveyance of all tracts in the Subdivision; and each contract or deed which may be hereafter executed with regard to any of the tracts in the Subdivision 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):

1. The tracts shall not be divided and sold or conveyed in smaller parcels than three (3) acres.
2. Said property shall be used for single family residential purposes only, with only one single family residence permitted on each tract.
3. No trailer, mobile home, tent, shack or other temporary structure shall be erected, placed or maintained on said property, and no temporary building, basement garage or other out-building erected on said property shall at any time be used for human habitation (except by bona fide servants or guests), temporarily or permanently. However, additional buildings for servants and guests are permitted, but none of such additional buildings shall be rented separately from the main family residence on said tract.
4. Any residence constructed on said property shall be new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in construction of new residences. Living area shall not include unairconditioned porches, patios, breezeways and garages. All single story residences shall have a minimum of 1,500 square feet of living area and two story residences shall have a minimum of 1,850 square feet of living area. All residences must have at least a two car garage or carport that is screened from the front road.
5. Only decorative fences previously approved in writing by the Architectural Control Board will be permitted in front of the residences. Any fence not of wood construction shall be a minimum of fifty (50) feet behind the back line of the residence. This restriction shall not apply to any fences already existing at the time these restrictions are filed.
6. No building or structure shall be located on any lot nearer than 60 feet to the nearest road easement line. Eaves, steps and open porches shall not be considered as part of a building, but this definition shall not permit any portion of a building, including the aforesaid, to be closer than 25 feet from a side property line, except when two or more adjacent lots are used as one building lot.

Charles D. Towery
RT 2, Box 193, Waller, Tex. 77484

7. No business or commercial structure of any kind or nature whatsoever shall be built on any portion of the property. No business of any kind may be maintained and/or conducted upon the property.
8. No obnoxious or offensive activity may be carried on or conducted on the property nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining property owners.
9. (a) No building or structures (including by way of example, but not by way of limitation), barns, fences, walls, air conditioning towers and swimming pools or any additions thereof, or any alterations thereof, shall be erected, renovated or reconstructed, placed or suffered to be placed or remain upon the property until the architect's detailed plans and specifications therefore, together with the outside color scheme thereof, have been approved by an Architectural Control Board. Such plans and specifications must accurately reflect the size, location, height and cost of the structure, including the materials to be used in any improvement contemplated, together with the accurate plot plan showing the grading plan of the lot, the grade of elevation of said buildings and structures and the location of same with respect to the property lines and front and side set back lines, and the outside color scheme to be used on any improvements to be erected on said property. A true copy of all plans, specifications and details shall be lodged permanently with said Architectural Control Board and any buildings, or improvements which are thereafter erected shall conform in detail to such plans and specifications. It is provided, however, that if the Architectural Control Board neither approves or rejects such plans and specifications in writing within thirty (30) days after submissions of the same to said Architectural Control Board, approval shall be implied.
- (b) Said Architectural Control Board shall be appointed by Developer and shall consist of two or more members. At such time that fifty per cent (50%) of the tracts in Section II of the Subdivision have been sold, and a Homeowners Association has been formed, the duties of said Architectural Control Board will be handled by said Homeowners Association.
10. (a) It is stipulated that a reasonable length of time for the completion of the exterior part of improvements, residence or other structure is eight (8) months from the date slab or foundation is poured or installed.
- (b) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements and then such material shall be placed within the property lines on the lot or parcel of land upon which improvements are to be erected and shall not be placed in the streets or between the curb and property line.
11. No trash, garbage, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on said property, nor may any of such materials be burned on the premises, except in an incinerator designed to such purposes and approved by Developer or Homeowners Association.
12. No animals, livestock, poultry, dogs, cats and such may be kept or permitted on the premises, except as pets or for domestic use. It is expressly understood that none of such animals shall ever be kept, bred, or maintained for any commercial purposes. It is further understood in this connection that the number of such animals may be limited at any time by the said control committee. In this connection, it is further understood that all barns or stables, out-houses, and such must be constructed according to plans approved by the Architectural Control Board and must be placed on the back one-half (½) of said lots and behind the dwelling and not less than 75 feet from any road. Nothing herein contained shall ever be construed so as to permit the keeping of animals and pets to become a nuisance or obnoxious to the occupants of neighboring property, or to become a hazard to the health, welfare and well-being of the community. All such structures and shelters for animals and pets shall be approved by the Architectural Control Board and shall

not be maintained in any unsightly manner. It is further understood that no hogs, swine or goats shall be kept on any part of said property for any purpose whatsoever. Homesites may maintain one large animal per acre. Natural offspring shall be exempted until one year old. The category of large animals shall include horses, cows, sheep. Large animals must be kept on the back one-half (½) of the property.

13. No cess pools 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, county or other laws relating thereto. In any event, however, no septic tank shall be constructed and maintained closer than fifty (50) feet from any property line or roadway. No septic tank may be shared with any other property owner. There shall be no outside toilet built or used on the premises.

14. No repair work, dismantling or assembling of motor vehicles or any machinery or equipment shall be done in any street or front or side yard on any tract.

15. No boat, luggage, trailer, travel trailer or motor home is to be parked on any tract for more than twenty-four (24) hours unless said vehicle is stored in a garage, carport or designated storage area behind the house.

16. No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on said property without the written consent of Developer. Developer shall have the right to remove any such non-conforming sign, advertisement or billboard or advertising structure which is placed on said property without consent and in so doing shall not be liable and is hereby expressly relieved from any liability for trespass or other tort in connection with, or arising from such removal. This shall not prohibit a "For Sale" or "For Rent" sign on said property if not larger than four (4) foot square. The Developer may place such signs as are necessary to advertise and sell the properties until the properties are sold.

17. No firearms of any kind shall be discharged except in designated area and approved at the time by the control committee.

18. Mailboxes and mailbox posts shall be uniform as approved by the Architectural Control Board.

19. Grantees, their heirs and assigns, 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 lot cut as often as may be necessary to keep things in a neat and attractive condition. In the event that Grantees should, in the opinion of Developer and Homeowners Association, fail to maintain said property in a neat and attractive manner, Developer/Homeowners Association will notify Grantees in writing of any objectionable, detrimental or unattractive conditions existing on said property and request Grantees, or subsequent owners, to eliminate same. In the event such owner shall fail to eliminate any objectionable, detrimental or unattractive condition existing upon said property within fifteen (15) days after receipt of written notice from Developer/Homeowners Association specifying such objectionable or detrimental condition, then in such event, Developer/Homeowners Association is authorized to eliminate such condition and to charge the cost of same to such property owner and any such expense incurred by Developer/Homeowners Association in such event shall be added to, be a portion of, and secured in the same manner as the Maintenance Charge assessed against said property, and as hereinafter provided. 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 fully notified, the Developer/Homeowners Association 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.

20. Culverts installed by tract owners from main road within the Subdivision to their driveways are to be properly sized by the Developer/Homeowners Association.

21. This property shall be subject to a monthly maintenance charge of FIVE AND NO/100 DOLLARS (\$5.00) per lot for the purpose of creating a fund to be known as the "6T RANCH ESTATES' MAINTENANCE FUND", to be paid by the then owner of this property in conjunction with like charges to be paid by other property owners with the same restriction in his deed. This maintenance charge shall be secured by a

vendor's lien upon said property and is to be paid monthly on the first day of each month in advance to Developer/Homeowners Association with any delinquent payments to be increased by a delinquent charge of nine percent (9%) per annum. Payment to the Maintenance Fund will start as the gravel road is completed in front of or by the side of each lot. Such monthly charge may be adjusted by Developer/Homeowners Association or its successors from year to year as the needs of the property may, in its judgment, require. Said lien shall be junior, subordinate and inferior to any lien (and renewal and extensions thereof) granted by the owner of said tract to secure the repayment of sums advanced to cover the purchase price for the tract or the cost of any permanent improvement to be placed thereon. Non-occupied lots owned by the Developer are subject to maintenance charges.

Developer/Homeowners Association will render an annual accounting of the fund to the owners of the property showing the receipts and expenditures. It shall apply the total of the funds so collected so far as they may be sufficient toward doing things necessary and desirable in the opinion of the Developer or Homeowners Association which will benefit the owners or occupants of property within the Subdivision, including the maintenance of road and ditches and beautification of the entrance, etc. Developer shall also have the right to use said maintenance fund to enforce these restrictions.

22. (a) When fifty per cent (50%) of the lots in Section II of the Subdivision have become residences, or sooner, at the Developer's discretion, the Developer will transfer all assets of "6T RANCH ESTATES HOMEOWNERS ASSOCIATION" to the homeowners, which will have the responsibilities as set forth in the By-Laws of the 6T RANCH ESTATES HOMEOWNERS ASSOCIATION.

(b) It is contemplated that further Sections of 6T RANCH ESTATES SUBDIVISION may be developed. In such event, the 6T RANCH ESTATES HOMEOWNERS ASSOCIATION referred to herein will also be the association to assess and collect maintenance fees, enforce restrictions and do all the things done for Section II as provided for herein. The tract owners in the new section of 6T RANCH ESTATES, will be members of the 6T RANCH ESTATES HOMEOWNERS ASSOCIATION with the same rights, privileges, responsibilities and duties as the tract owners in Section II.

23. If Grantees, or their heirs or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for the Developer or his assigns (including but not limited to the 6T RANCH ESTATES HOMEOWNERS ASSOCIATION) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation, for the benefit of Developer, his successors and assigns, as their interest may appear. Developer, his successors and assigns, may recover attorney's fees and other expenses in enforcing restrictions.

24. These covenants and restrictions shall run with the land, and shall be binding upon the Grantees, their heirs and assigns, and all persons or parties claiming under them, for a period of twenty (20) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each, unless changed or ended in whole or in part as hereinafter provided.

25. The foregoing covenants and restrictions may be terminated or amended by the execution and recordation of a written instrument executed by the owners of a majority of the lots within said Subdivision tract, such owners being allowed one (1) vote for each homestead owned.

26. 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 wise affect the validity of the other covenants, agreements, conditions or restrictions set out herein, which shall remain in full force and effect.

27. The roads in this subdivision, as described in Exhibit "B", hereto attached and made a part hereof and incorporated herein for all intents and purposes, shall be

185-36-2110

maintained by the Developer or the 6T RANCH ESTATES OWNERS ASSOCIATION, when formed, and said roads are hereby dedicated to the use and enjoyment of the property owners in the 6T RANCH ESTATES SUBDIVISION Sections II and III.

WITNESS OUR HANDS, this the 27th day of May, 1981.

6T RANCH ESTATES, OWNERS AND DEVELOPERS

Charles D. Towery
CHARLES D. TOWERY

Ann R. Towery
ANN R. TOWERY

STATE OF TEXAS
COUNTY OF Waller

I
I

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES D. TOWERY and ANN R. TOWERY, both 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 consideration therein expressed, and in the capacity therein stated.

1981. Given Under My Hand and Seal of Office, this the 27th day of May.



Martha Overby
Notary Public in and for
Waller County, Texas

MARTHA OVERYBY
Notary Public in and for
Waller County, Texas
My Commission Expires 3-1-81

STATE OF TEXAS
COUNTY OF HARRIS

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

MAY 27 1981



Dita Redman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Dita Redman
COUNTY CLERK
HARRIS COUNTY, TEXAS
MAY 27 2 34 PM 1981
FILED

AMMENDMENT TO ITEM 21 OF:

DEED RESTRICTIONS

67 RANCH ESTATES - SECTION II

Lots No. 1, No. 2, No. 3, and No. 5 front on Kickapoo Road and will not use the ROADS in this subdivision, as described in Exhibit "B" attached hereto, for access to their lots. Therefore, they will not be subject to the Annual Maintenance charge of \$60.00. If it is ever necessary to use said maintenance fund to enforce these restrictions, then owners of Lots No. 1, No. 2, No. 3, and No. 5 will pay into the fund their proportionate share at such expenses.

We have read and understand the above Amendment to Item 21 of:
DEED RESTRICTIONS - 67 RANCH ESTATES.

AMENDMENT TO:
DEED RESTRICTIONS
6T RANCH ESTATES - SECTION II

The description of the Subdivision on page one (1) of the DEED RESTRICTIONS, 6T RANCH ESTATES - SECTION II is hereby altered to read as follows:

The Subdivision known as 6T RANCH ESTATES - SECTION II consists of thirty eight (38) acres, more or less, along the Northern Boundary of Lots Seven (7) and Eight (8), being more particularly described in EXHIBIT "A" (Revised May 8, 1985) hereto attached and incorporated herein for all intents and purposes.

We have read and understand the above Amendment to the property description on page one (1) of: DEED RESTRICTIONS - 6T RANCH ESTATES.

AMENDMENT TO DEED RESTRICTIONS

6T RANCH ESTATES - SECTION II

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS § /

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CHARLES D. TOWERLY and ANN R. TOWERLY, as "Owners" or "Developers", have caused to be filed for record those certain Deed Restrictions for 6T Ranch Estates - Section II, in the Office of the County Clerk of Harris County, Texas, under Film Code Nos. 185-96-2106 through 185-96-2110 of the Real Property Records of Harris County, Texas, for the purposes of creating and carrying out a uniform plan for improvements, development and sale of all of the tracts contained within the subdivision as set forth therein, and to which reference is hereby made for all purposes (herein referred to as the "Restrictions"); and

WHEREAS, paragraph 25 of the Restrictions permits a majority of the owners of the lots in 6T Ranch Estates - Section II, to amend the Restrictions;

NOW, THEREFORE, in accordance with paragraph 25 of the Restrictions, the Restrictions are hereby amended in accordance with the terms and provisions set forth below:

1. The subdivision known as Section II - 6T RANCH ESTATES, shall include the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes. Such property shall be known as Lot 15 and shall be subject to all of the terms and conditions of the Restrictions, including, but not limited to, the obligation to pay the maintenance charges as set forth in the Restrictions. Said Lot 15 shall also have access to all subdivision roads as described on Exhibit "B" to the Restrictions, reference to which is hereby made for all purposes.

2. Paragraph 21 of the Restrictions is hereby amended to read as follows:

"21. Each Lot within this Subdivision shall be subject to an annual maintenance fee of SIXTY AND NO/100 DOLLARS (\$60.00) for each single family dwelling located on the Lot for the purpose of creating a fund to be known as the "6T RANCH MAINTENANCE FUND", to be paid by the then owners of all Lots in this Subdivision. This maintenance charge shall be secured by a Vendor's lien upon said Lot and is to be paid annually on January 1st of each calendar year to Developer/Homeowners Association with any delinquent payments to be increased by a delinquent charge of 9% per annum. Payment to the Maintenance Fund will start when the gravel road is completed in front of or by the side of the Lot to be charged. Such annual charge may be adjusted by Developer/Homeowners Association or its successors from year to year as the needs of the property may, in its judgment, require. Said lien shall be junior, subordinate and inferior to any lien (and renewal and extensions thereof) granted by the owner of said Lots to secure the repayment of sums advanced to cover the purchase price for the Lot or the cost of any permanent improvement to be placed thereon. Non-occupied lots are not subject to maintenance charges."

AFFIDAVIT:

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned affiant(s), to me well known, who, after being by me first duly sworn, on their oath(s) did depose and say as follows, to-wit:

The purpose of this affidavit is to correct the Deed Restrictions that were filed under Clerk's File Nos. G987880 and L916839. The original restrictions did not have the Exhibit "A" describing the property and Exhibit "B" describing the Roads in said subdivision. Said Exhibit "A" and "B" are attached to this Affidavit.

FURTHER AFFIANT(S) SAITH NOT.

Executed this 21 day of July, 1993.

Charles D. Towery
Charles D. Towery

Ann Towery
Ann Towery

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, on this 21 day of July, 1993.

Jerry Beckman
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF Harris

This instrument was acknowledged before me on the 21 day of July 1993, by Charles D. Towery and Ann Towery.

Jerry Beckman
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

FIELD NOTES

Being a 38.036 acre tract of land in the Harris County School Land Survey, Abstract No. 332, in Harris County, Texas, out of and a part of that certain 163.2846 acre tract described in Volume 5515, Page 354, of the Deed Records of Harris County, and a part of the land acquired by Charles D. Towery and wife, Ann R. Towery in a Boundary Line Agreement recorded in Volume 7167, Page 187, of the Deed Records of Harris County. Said 38.036 acres also known as 67 RANCH ESTATES, SECTION TWO (an unrecorded subdivision), is hereafter referred to as "the subject tract", and is more particularly described as follows:

BEGINNING at an iron stake found marking the Northwest corner of the said 163.2846 acre tract (hereafter called "parent tract"), said point also being the most northerly Northwest corner of the subject tract;

THENCE North 89°11'56" East, with the North line of the parent tract, a distance of 1594.00 feet to a point lying in the West right-of-way line of Kickapoo Road (60 foot R-O-W) and marking the most northerly Northeast corner of the subject tract;

THENCE South 01°08'59" East, with the West line of Kickapoo Road, a distance of 267.15 feet to a point marking the outside corner of a ninety-degree turn to the East in said roadway, and also marking an interior corner of the subject tract;

THENCE North 89°26'30" East, with the South line of Kickapoo Road, a distance of 110.00 feet to an iron rod found marking the most easterly corner of the subject tract;

THENCE in a southwesterly direction with a curve to the right (Radius= 110.00 feet, Central Angle= 99°46'08", Chord= S 49°19'36" W, 168.24 feet), an arc length of 191.54 feet to a point marking the end of said curve and an angle point of the subject tract;

THENCE South 09°12'38" West, a distance of 463.33 feet to an iron rod found marking the most easterly Southeast corner of the subject tract;

THENCE South 88°08'18" West, a distance of 753.47 feet to an iron rod found marking an interior corner of the subject tract;

THENCE South 00°59'09" East, a distance of 366.07 feet to an iron rod found marking the most southerly Southeast corner of the subject tract;

THENCE South 89°00'51" West, a distance of 795.28 feet to an iron rod found lying in West line of the above-mentioned Boundary Line Agreement and marking the Southwest corner of the subject tract;

THENCE North 00°59'09" West, with the said Boundary Line Agreement line, a distance of 1104.06 feet to a point marking the most westerly Northwest corner of the subject tract;

THENCE North 88°53'00" East, a distance of 52.50 feet to a point lying in the West line of the said parent tract and marking an interior corner of the subject tract;

THENCE North 00°32'00" East, with the West line of the parent tract, a distance of 110.00 feet to the **POINT OF BEGINNING** and containing 38.036 acres of land.



Tony P. Swonke
R.P.L.S.No. 4767

JUL 19 1993