

J199763

062-91-1266

GF: 33830 (133556)

10/21/83 00013178 J199763 \$7.00

RESTRICTIONS OF ALICE ACRES  
HARRIS COUNTY, TEXAS

This conveyance is subject to the following restrictive covenants, enforceable either in law or in equity.

1. The conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until 20 years from the date these covenants are recorded.
2. All mobil homes will have skirts (scrubs, lattice, screens, etc.) on sides of home visible to street. No rubbish, brush, junk, or old cars, or anything shall be stored, or left standing on any tract that would offend anyone with normal sensitivity. If written complaints are made ( 5 or more property owners) Purchaser agrees to remove such items within ten days from date complaint is received.
3. All tracts shall be used for residential purposes only. No tract shall be used or occupied for any vicious or immoral purpose, nor in violation of the laws of the local, State or Federal governments. No animals shall be raised or maintained on the property in such manner or with such lack of care as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance to persons of ordinary reasonable sensitivity. Likewise and in addition thereto, no animals shall be raised or maintained for commercial purposes. No hunting or discharge of firearms shall be permitted.
4. No building shall be erected or Mobile Home placed on said property that has not been approved by committee and no residence shall be placed nearer than 50 feet of the roadway, and all outbuildings must not be less than 70 feet from said roadway and shall not be nearer than 6 feet from side lines of property. All building exteriors must be completed within 150 days after foundations are poured. Buildings must be constructed of first class building materials. No mobile home shall be less than 10 feet wide, less than 24 feet long, or more than 3 years old at time of move in without approval of the Planning Committee.
5. It is specifically agreed that tract owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than is necessary for residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of the same and shall at all times maintain such property in conformity with the general plan and scheme of residential development as herein set forth, to the end and purpose that the property herein sold will maintain uniform conformance development. No leaves, brush, timber, debris or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways.
6. No billboards or other advertising signs of any nature, either commercial or private, shall be erected or maintained, save and except, reasonable "For Sale" or "For Rent" signs pertaining to the sale or rental of the tract or tracts and improvements thereon.
7. At no time shall any tract be subdivided so that less than .5 acres remains in any single tract.
8. Any permanent residences constructed shall be no less than 1000 square feet unless approved by planning committee and all plans must be submitted to planning committee and a permit issued before beginning construction.
9. The function of the planning committee will be handled by the developer until such time as a committee of three residents can assume this responsibility.

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10. Whenever a residence is established on any tract it shall provide an inside toilet and shall be connected to an adequate septic tank and drain field. No cesspool shall ever be dug, used or maintained on any of these tracts and drainage of septic tanks or sewerage into roads, ditches, ravines, or upon the open ground shall be prohibited and enforceable as any other violation of these restrictions be any resident or by public body.
11. The purchaser of a parcel of land shall, upon placing any residence upon his tract, or any person making use of his tract of land, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property, and shall fill in sufficient dirt over and around the same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch. Outside toilets are strictly prohibited.
12. All tracts are sold subject to easement for public utilities as may be already existing or as may become reasonably necessary. All existing roads are hereby dedicated as public road easements to inure to the benefit of the property owners of each tract and to insure public access to their land. All tracts herein sold are subject to prior recorded reservation of all oil, gas and other minerals, together with all restrictions herein set forth and as well as any other easements, reservations and restrictions of record.
13. If the parties hereto, or any one of the future owners, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, then any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person or persons from doing so by prohibitive or mandatory injunction and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in nowise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.
14. The purpose of the foregoing restrictions is to maintain a high standard of living conditions and thereby make it a desirable residential section. It is understood and agreed that should a violation or attempted violation of any of the foregoing covenants and restrictions by a purchaser occur, ABH Enterprises, Inc. is in no wise responsible, either financially or otherwise, but will use their best efforts to adjust any violations.
15. The owners or seller, his heirs or assigns are in no way to be held responsible or liable for any damage occurring on this tract of land by the purchaser, his family, or parties unknown.

EXECUTED this 19 day of October, A.D. 1983.

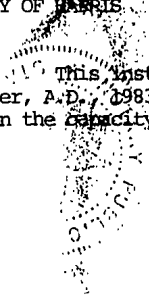
*ABH Ent. Inc.*  
*John D. Hicks Vice Pres.*  
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A.B.H. ENTERPRISES, INC.  
BY: JOHN D. HICKS, VICE PRESIDENT

062-91-1268

THE STATE OF TEXAS X

COUNTY OF HARRIS X

This instrument was acknowledged before me on the 19 day of October, A.D., 1983 by John D. Hicks, Vice President, A.B.H. Enterprises, Inc., and in the capacity therein stated.



*Mary Springs*  
NOTARY PUBLIC, STATE OF TEXAS

MARY SPRINGS  
My Commission Expires 01-13-84

FILED  
1983 OCT 21 PM 1:50  
*Quinta Roddenberry*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

STATE OF TEXAS }  
COUNTY OF HARRIS }  
I hereby certify that this instrument was FILED in File Number 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

OCT 21 1983



*Quinta Roddenberry*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

RETURN TO:  
COMMONWEALTH LAND TITLE COMPANY  
P.O. BOX 538  
TOMBALL, TX. 77375