

THE STATE OF TEXAS)
 COUNTY OF MONTGOMERY)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, hereinafter referred to as OWNERS of certain real property in the Bartley Murray Survey, Abstract Number 343, Montgomery County, Texas, which is being developed as a recorded subdivision known as "Rustic Oaks", and;

WHEREAS OWNERS, in their desire to keep the development of said real property for the mutual benefit and pleasure of the property OWNERS in said subdivision, and for the protection of such property values thereon, desire to place on and against said property certain protective and restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that WE, Rayford L. Stokes and Joe Newman Fuqua owners, and Mrs. Gertrude L. Neal, Lienholder, do hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or development of the lots located in said "Rustic Oaks", owned by the undersigned; See Exhibit "A"

I

The following conditions, restrictions, and covenants are hereby established to be covenants running with the land, binding upon all tracts and future PURCHASES or OWNERS, their heirs and assigns, and all parties or persons holding possession under such PURCHASERS or future OWNERS in "Rustic Oaks". Each PURCHASER and future OWNER or party holding possession under such person, agree that as a part of the consideration for their purchase and deed that they shall be subject to and bound by the conditions, restrictions, and covenants as follows:

The conditions and restrictive covenants shall be binding upon the land and the PURCHASERS thereof until January 1, 2025, and may be extended for additional ten (10) year periods thereafter, provided that three-fourths (3/4) of the then OWNERS of tracts in said "Rustic Oaks" shall agree in writing properly filed in the office of the County Clerk of Montgomery County, Texas, that said restrictions shall continue for such period.

All tracts of "Rustic Oaks" shall be used for single dwelling residential purposes only, designated and constructed for use of single family, together with such servants quarters, garage and other structures as may be suitable and proper for the use of occupancy of said residents as a single family dwelling, and shall no residence constructed thereon be converted into or thereafter as a duplex, apartment house, or any other form of multiple family dwelling, nor shall any resident or combination or residences on separate lots be advertised for use and used as a hotel, tourist court, or tourist cottages or place of abode for transient persons.

All tracts shall be used for permanent residences and no week-end homes are to be built or occupied in "Rustic Oaks". No residential lot shall be re-subdivided, nor shall any dwelling be erected or placed on any lot having an area of frontage less than the smallest lot in the block. No tract shall be occupied for any vicious or immoral purposes nor in violation of the laws of the local, State or Federal governments.

II

No residence shall be built or maintained of less than One Thousand Six Hundred (1,600) square feet of living area, exclusive of garages and open porches. Residences shall be built at least Thirty-five (35) feet from Front property line and at least Ten (10) feet from the interior tract lines. The exterior of the residence shall be finished with at least fifty-one (51) per cent brick and the rest of a material other than brick or material not commonly decorated or painted, shall be painted with at least two coats of paint. In the event the garage is detached from the residence it may be of frame construction but must be painted with at least two coats of paint. The exterior of all buildings shall be finished within six (6) months from the date from which construction is begun. Prior to moving in, the exterior of all permanent residence buildings shall have been completed. No tent, trailer, shack, or any other outbuildings shall at any time be used as a residence either temporarily or permanently. All outbuildings shall be located to the rear of the residence. PURCHASER shall submit to and obtain approval of OWNER of any plans for primary or secondary buildings, before commencement of work, to determine architectural suitability and conformity with the restrictions. If owner does not approve plans within twenty (20) days from submission, the plans will be deemed to have been approved.

III

It is specifically agreed that tract Owners shall not excavate, remove or sell the soil, not cut, sell or remove timber other than as necessary for the construction of 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 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, as well as other properties herein will maintain uniform conformitive development. No leaves, trash of any nature, brush, timber, or debris shall be permitted to be placed, disposed of or burned within the road right-of-way.

IV

No advertising signs of any nature 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 or improvements thereon.

V

Whenever a residence is established on any tract it will provide an inside toilet and shall be connected with septic tanks and field drain, according to Montgomery County Health Department specifications. No cesspool shall ever be dug, used, or maintained on any parcel of land in "Rustic Oaks" and drainage of septic tanks or sewage into road or street ditches, drainage ditches, alleys, ravines, or upon the open ground shall be prohibited and enforceable as any other violation of these restrictions by any resident or by public body. Outside toilets are strictly prohibited. The Purchaser of a parcel of land in "Rustic Oaks" shall, upon constructing any residence upon his tract, or any person making use of his tract of land, place a culvert of a size specified by the developer and a minimum of sixteen (16) feet in length to permit the free flow of water at a point between the roadway and his property and shall fill in with sufficient dirt over and around the same. All driveways shall be of concrete or black top from street to garage.

VI

There shall be a limit of one (1) farm animal (defined as horse or cattle) for each acre owned by an individual. Example: owner of two (2) acres may have two farm animals. No animals shall be raised or maintained on the property in 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 hogs, feathered fowls, sheep or goat are allowed in "Rustic Oaks". All house hold pets are to be kept in a fenced area or chained.

VII

All tracts of land are sold subject to existing easements as are recorded in the Deed of Records, County Clerk's Office, Montgomery County, Texas or as may become reasonable necessary for "Rustic Oaks" Subdivision to create in the future and all of which rights are reserved so as to permit good development of the subdivision and provide necessary utilities. It is expressly agreed that no road or lot in "Rustic Oaks" subdivision shall be used for ingress or egress to any adjoining property of the subdivision without the written consent of the Rustic Oaks developers.

VIII

Garbage and trash shall be disposed of at least once a week, no lot shall be used or maintained as a dumping grounds for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in a covered sanitary container. All incinerators or other equipment for storage or dis-

posal of such material shall be kept in a clean and sanitary condition and not visible from any road or right-of-way.

IX

No nuisance or offensive activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not be limited to: a truck larger than a three quarter (3/4) ton parked on lot or road or permanently kept on property; any motor vehicle not properly licensed by the State of Texas; junk or wrecking yard, auto, truck or other vehicles used for parts. No hunting or discharge of firearms shall be permitted.

X

If parties hereto, or any one of the future Owners of property in "Rustic Oaks", their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, then any owner in "Rustic Oaks" 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 prevent such person or persons from so doing 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 judgement or court order shall in no wise affect or invalidate any of the other provisions but all such other provisions shall remain in full force and effect.

XI

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 occur, "Rustic Oaks", its successors and assigns are in no wise responsible, either financially or otherwise, but will use their best efforts to adjust any violations.

WITNESS OUR HANDS THIS the 11th day of DECEMBER 11, 1978.

Rayford L. Stokes
- Rayford L. Stokes

Joe Newman Fuqua
Joe Newman Fuqua

Gertrude L. Neal
Mrs. Gertrude L. Neal