

RESTRICTIONS, COVENANTS, CONDITIONS, AND RESERVATIONS

ARTICLE I EASEMENTS, DRIVES, AND ROADS

Section 1. Easements for installation and maintenance of utilities and drainage are established herein. Within such easements and roads, no structures, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of service or utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements.

Section 2. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way. Such easements, reservations, and right of way, shall at all times be open and accessible to representatives of public and quasi-public utility corporations, their employees and contractors, all of whom shall have the right and privilege of doing whatever may be necessary in, or under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 3. It is understood and agreed that the easements granted herein are reserved as permanent easements for the purposes set forth and are subject to the limit applicable to covenants.

Section 4. There is hereby reserved and established a utility easement adjacent and parallel to all public roadways. Said utility easement is 20 feet wide upon the ground and 20 feet wide above the ground and extends from the outside boundary of the roadway easement into and upon the adjoining property each side thereof. There is further reserved an easement into all property adjacent thereto for the purpose of installation of guy wires where necessary for securing utility poles. This is primarily a utility easement, however, it may be utilized to facilitate or improve drainage.

Section 5. There is hereby reserved and established an easement 20 feet into subject property adjacent and parallel to the rear line of subject property as herein described, said easement established primarily for the purpose of drainage, however, it is to be used in any manner to facilitate service of utilities to said tracts.

ARTICLE II USE RESTRICTIONS

Section 1. The subject property shall be used for non-commercial residential and recreation purposes only. Only single family resident dwelling and appurtenances ordinary to residential living shall be permitted including horse or hay barns. To this end without limitation, the following structures may not be built on subject property:

Manufacturing plants, rendering plants, auto repair garages, salvage yards, welding shops, poultry or hog barns or any other commercial business or any building used for an activity that produces a noxious noise or odor.

Only one family dwelling and appurtenance thereto such as garages, sheds, barns and the like may be placed on the subject property described herein. No owner may re-subdivide the subject property for re-sale without the written permission of the grantor of this deed, his heirs and assigns.

Section 2. Any dwelling constructed on subject property must have floor area of not less than 1000 square feet exclusive of open or screened porches, terraces, patios, driveways, carports and garages and shall be constructed of at least standard frame construction. If building is set on block or piers, it shall be skirted with metal skirting or equivalent.

Section 3. Mobile or modular housing having a minimum overall site of 1000 square feet of enclosed living space shall be permitted. All mobile homes placed on subject property shall meet the following requirements:

- a. Units shall be skirted with compatible metal skirting enclosing the open spaces from finished exterior frame to the ground. This skirting must be accomplished prior to occupancy. The use of shrubs or landscaping shall not be acceptable as skirting device or method.
- b. Constructed additions to an existing mobile home or modular home shall be permitted. Under no circumstances will additions be permitted in the front portion or attached to the front unit in any manner, except open or screened porches. Any other additions must be to the rear and compatible with the original structure.
- c. All units shall be in good condition, having clean exterior appearances and in no case shall any unit be in disrepair. No unit may be constructed more than 6 years prior to move-in date if they are single-wide and none more than 8 years prior to move-in date if they are doublewide.
- d. All housing units that have a porch or entry deck will have same constructed in manner architecturally appealing in design and placement.

Section 4. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on subject property at any time as a residence either temporarily or permanently, except as specifically provided herein. Outbuildings shall be permitted on subject property if constructed of material compatible to and compatible with the dwelling located on the property. Storage buildings may not be used as residences on the tract. The owner of such tract may use such tract for vacation or recreational use and may place a trailer, camper or other optional recreational vehicle on such tract for a continuous period of time not to exceed 3 months in any one cash calendar year.

Section 5. Subject property shall not be used or maintained as a dumping ground for rubbish or trash, and no garbage or other wastes shall be kept except in sanitary containers. All other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Section 6. Horses and cattle may be kept, bred and maintained on the property subject to the following conditions:

- a. No livestock of any type may be allowed to run loose.
- b. All horses and cattle shall be kept enclosed by suitable fencing on the subject property.
- c. No swine, poultry or goats may be kept or raised on subject property.
- d. Though horses are permitted, public stables are not permitted.
- e. Though cattle are permitted, feed lots are not permitted.
- f. The premises shall be maintained in such a manner as to prevent health hazards and shall not be offensive to the neighboring tracts.

Dogs may be kept but not allowed to run off of the property.

Section 7. No abandoned or inoperative automobiles, other vehicle or trailer shall be permitted to remain on subject property unless garaged. This shall not be construed to mean that personal campers, boats, tractors, trailers, recreational vehicles in good and usable condition may not be kept on the premises.

Section 8. No commercial activity other than that of permitted livestock shall be conducted on the premises.

Section 9. It is hereby specifically stated that to rent space to campers, recreational vehicles, trailers or other units for occupancy or storage is considered commercial activity for purpose of the restrictions.

Section 10. No building, including but not limited to one family dwellings, garages, barns, and mobile homes shall be located closer than 100 feet from the front line of the property and shall be no closer than 50 feet from the side lot lines and the rear property line. For these purposes, porches, stoops, bays and covered areas are considered part of the building.

Section 11. All dwellings or structures, which are built on a tract where any portion of that tract lies within the 100-year flood hazard area, shall have a minimum finished floor elevation of not less than 1.00 foot above the 100-year flood elevation on that tract.

Section 12. Owner of the property prior to becoming residents on the property shall provide for the disposal of waste material through septic system approved by an appropriate governmental authority.

ARTICLE III OWNERS OBLIGATION TO REPAIR

Owner shall, at his sole cost and expense, repair and maintain his residence, and other buildings on his tract, keeping the same in a condition comparable to the condition of such building at the time of its initial construction excepting normal wear and tear.

ARTICLE IV GENERAL PROVISIONS

Section 1. The Grantor herein, or his heirs or assigns, may in his discretion, approve variances, deviations and exceptions from the provisions of these restrictions, where in Grantor's opinion, such change will result in a more commonly beneficial use and such change would be in keeping with the overall intentions of these restrictions. Building lines may be deviated from those shown on the recorded plat with Grantor's approval.

Section 2. Liens upon subject property given to secure payment of Notes for purchase money advance, or for improvements made, or to be made, for the extension and renewal of such indebtedness or Notes, or any part thereof shall not be invalid or affected in any way by any violations of these covenants on the part of any person or party acquiring any such lot, building site, or tract of land. Such liens shall remain in full force and priority in the case of any court judgment against such owner of such property, building site or tract of land. Premises shall remain subject to such liens, and no release of any restrictive covenants, or any part thereof, shall be construed as against the original purchaser, his heirs, executors, administrators, assigns or successors as the case may be. Sale under foreclosure of such liens as hereinabove recited shall pass title to such premises subject to the restrictive covenants then in effect.

Section 3. Grantor, his heirs and assigns, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereinafter imposed by the provisions of this declaration. Failure by Grantor, his heirs or assigns to enforce any covenant, or restrictions herein contained shall in no event be deemed a waiver of the rights to do so thereafter.

Section 4. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith, and for the value as to the subject property; provided, however that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

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Section 6. The covenants and restrictions of this declaration shall run with and bind the land, and shall bind all owners for a period of twenty-five (25) years from the date hereof. Thereafter these restrictions shall automatically lose effect and become null and void.

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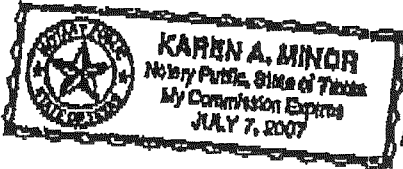
THE STATE OF TEXAS

COUNTY OF Grimes

BEFORE ME, the undersigned authority, on this day personally appeared Elvina Betts

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of Aug., 2004



Elvina Betts
Notary Public in and for
The State of Texas
Karen A. Minor
Printed Name of Notary Karen A. Minor
My Commission Expires: 7/7/07

Elvina Betts

David Pasnet
DAVID PASNET CO. CLK.
GRIMES COUNTY, TX

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FILED FOR RECORD AT

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RECORDED MEMORANDUM
AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, PAPER OR PHOTO COPY, DISCOLORED PAPER, INCL. ALL LEGENDS, ADDENDUMS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

STATE OF TEXAS COUNTY OF GRIMES
I hereby certify that this instrument was filed as by and for the person named herein by the notary public named in the foregoing and that it is the true and correct copy of the instrument as recorded in the public records of Grimes County, Texas at the time and place by me.

SEP 10 2004

