

## Restrictions for the ESTATES OF DEER CREEK

Restrictive Covenants affecting the use of said land described as follows:

- A. The above describes property and every part thereof shall be used for single family residential purposes only. No business of any kind or character shall be kept, conducted, or maintained on the premises. This shall be interpreted to exclude hospitals, places of worship, duplex houses, apartment houses, garage apartment houses, multiple family houses of any character, and all structures of whatever kind or character designed or used for the operation of a commercial or industrial business.  
There is to be only one exception to this rule. Commercial Reserve "A" at the west corner of the sub-division. This tract is so designed on the plat of the Estates of Deer Creek.
- B. The above tract of land shall not be further divided or subdivided into residential or building sites. Not more than one single family dwelling with appurtenances shall be constructed on each building site. In addition to the residences which may be constructed on the lands covered hereby, owners thereof may construct a barn, garage, or storage and accessory on each of said tracts.
- C. All residences and garages constructed on any part of the property covered by these restrictions shall be new construction. New construction means that such authorized structure shall be constructed on the property, and no used or secondhand structures shall be moved in or places on such property or any part thereof for use as a residence or garage.
- D. The front elevation of all residences and garages shall be set-back a minimal distance of 50 feet from the Public Road on which the property abuts. All residences and garages shall be constructed either on a floating concrete slab foundation or a concrete beam foundation, with the exterior beam completely around the outside of such building. No residence or garage shall be constructed on any portion of such property with exterior walls of material other than brick, brick veneer, stone, cementitious stucco, Hardie board / plank and/or wood siding, or with a roof of any type other than composition shingles, slate or metal. In addition to these provisions, each residence shall contain a minimum of 1,800 square feet of ground floor living area. The calculation of square footage of living area does not include porches, garages, or other space not occupied by the family as living space. The combined total surface area of residences and garages shall be at least 51% masonry, defined only as brick, brick veneer, cementitious stucco, or stone, with the balance of such exterior walls being Hardie board / plank or wood. The calculation for figuring 51% surface area of exterior walls of residences and garages shall not include windows, doors, and garage door surface areas, but shall include gables.
- E. No structure of temporary character, trailer, mobile homes, manufactured houses, industrialized housing, basement, shack, garage, barn, or any buildings shall be used on any property at any time as a residence, either temporarily or permanently.
- F. No sign of any kind shall be displayed to the public view on any or the property above described except a sign of not more than (5) square feet advertising the property for sale, or for rent.

- G. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any part of this property covered by these restrictions for commercial purposes. This restriction shall not be construed to prohibit the keeping of any animal or poultry as a pet, hobby, or 4-H and FFA project provided only that such animals and poultry shall be kept and maintained in a clean and sanitary condition which will not be a nuisance or become offensive to the neighborhood.
- H. No commercial dog kennels, commercial hog farms, commercial chicken farms, junk yard, dance hall, or any other type of commercial business or industrial operation shall be kept, maintained, operated, or organized on any of the property covered by these restrictions.
- I. No building material or junk shall be stored on any lot except during construction of the main residence on said tract of land. This does not apply to such materials within the interior of storage structures on the property.
- J. All automobiles and/or other motor vehicles used on the property must have current license, insurance, and registration. No abandoned or inoperative automobiles, other vehicle, or trailer shall be permitted to remain on or in front of subject property. Personal campers, boats, tractors, trailers, recreational vehicles, etc. will be permitted provided they have a current license, insurance, and registration and are hidden from view from streets or adjoining properties. They shall never be used as temporary or permanent dwelling or residence.
- K. These restrictions are to run with title of the land and shall be binding on all parties and all persons claiming under such title for a period of Twenty-One (21) years from the date these Restrictive Covenants are recorded in the Deed Records.
- L. No obnoxious, nuisance, offensive, illegal, or immoral condition shall be allowed to exist on the premises, nor shall anything be done thereon which may be or become an annoyance or a nuisance.
- M. All structures and other buildings must be kept in a good state of repair, and must be kept painted when necessary to preserve the attractiveness thereof.
- N. Enforcement of these covenants, conditions, and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, conditions, and restrictions, either to restrain or prevent such violation or proposed violation, either prohibitive or mandatory, or obtain any other relief authorized by law. Such enforcement may be by the Estate at Deer Creek Property Owners Association, Inc. (Property Owners Association). The violation herein shall never at any time work any estoppel upon any person entitled to claim benefits of these covenants and restrictions, nor shall the continuance of any violation ever be deemed to have a waiver of any covenant or restriction contained herein.

Each lot owner in the subdivision belonging to the (Property Owners Association) Estates at Deer Creek Property Owners Association, Inc. shall be subject to an annual maintenance charge to be established by Estates at Deer Creek Property Owners Association Inc. The maintenance charge shall be secured by a separate contract on each lot which is to be paid annually and may be subject to a delinquency charge as may be provided when the said charge is created. The maintenance charge shall not exceed \$ 200.00 per lot annually, unless approved by a 2/3 majority of the lot owners, each lot entitling the owners thereof to one vote. If such dues are not paid or arrangements not been made, then the Estates at Deer Creek Property Owners Association, Inc. will have the right to go to Small Claims Court. Estates at Deer Creek Property Owners Association, Inc. will render an annual accounting of the maintenance fund to the owners

of lots within the subdivision showing the receipts and expenditures. They 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 Estates at Deer Creek Property Owners Association, Inc. which will benefit the owners or occupants of the lots within the subdivision with the majority vote of the lot owners.

In the event of successful litigation enforcing any covenants and/or conditions, then the prevailing party shall be entitled to recover reasonable attorney's fees, including appellate attorney's fees, damages, prejudgment and post- judgment interest, and cost of court.

Invalidation of one or more of these covenants by judgment or court order or otherwise, shall in nowise effect any other covenant, condition or restriction, but all of such covenants, conditions, or restrictions shall continue and remain in full force and effect.

Executed this \_\_\_\_\_ day \_\_\_\_\_ 2015

Estates at Deer Creek Property  
Owners Association, Inc.

\_\_\_\_\_  
Cheryl Taylor, PRESIDENT

State of Texas

County of Fort Bend

Before me, the undersigned notary, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared \_\_\_\_\_, President of the Estates at Deer Creek Property Owners Association, Inc., who acknowledged this document for the purpose and consideration therein expressed.

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Notary Public, State of Texas