

THE STATE OF TEXAS X
 X
COUNTY OF MONTGOMERY X

KNOW ALL MEN BY THESE PRESENTS:

ORIGINAL DIM

WHEREAS, Hubert H. Vestal dba U. S. Land Development Company is the owner of all that certain real property being 272 acres out of the John N. Thomas Survey, A-549, Montgomery County, Texas, and being more particularly described in deed, recorded in Volume 956, Page 139, Deed Records of Montgomery County, Texas, to which reference is here made for full and particular description of said real property; and

WHEREAS, Hubert H. Vestal, in his desire to keep the development of said real property for the mutual benefit and pleasure of the Owners in said subdivision, and for the protection of such property values therein, desires to place on and against said property certain protective restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Hubert H. Vestal does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or land improvements on the lots located in said 272 acre tract being purchased by the undersigned purchaser.

The property above described is subject to the following restrictions and conditions which shall be covenants running with the land for the benefit of this property and the balance of property in said 272 acre tract, and shall constitute a general plan for the benefit of all such property and shall be binding on all parties hereto and all persons claiming under them until January 1, 1996:

- (1) Whenever the word "restrictions" is used it shall be construed to include conditions, covenants, reservations, easements and/or agreements.
- (2) BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot, property or area in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing by Hubert H. Vestal or its designated representative, or such architectural control committee as may be established, as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to the location of the building and in conformity with the declarations, reservations, protective covenants, limitations, conditons and restrictions, as hereinafter set out.

In the event said Hubert H. Vestal or his designated representative or such architectural control committee, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be delivered in person or by registered letter, addressed to Purchaser's last known address, and which said notice will set forth in detail the elements disapproved and the reason therefor. Such notice need not, however, contain any suggestions as to the

methods of correcting the matters and things disapproved. The judgement of the supervising authority or committee shall in all things be final.

- (3) No cesspools shall ever be dug, used or maintained on said property, and whenever a residence is established on said property all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connection with such property. The drainage of septic tanks into any road, street, alley or other public ditches, either directly or indirectly is strictly prohibited.
- (4) The land shall be known and designated as residential lots, except a strip of land running parallel with F. M. 1488 Road a distance 2,842.12 feet and 200 feet in depth, which is for commercial purposes only, retail type business, not to include mechanic shop, junk yards, manufacturing.
- (5) It is understood by the Purchaser that only one house per acre of land may be built on the property.
- (6) No structure shall be erected, altered, placed or permitted to remain on this land other than detached single family dwellings not to exceed two stories in height and private garages for not more than four cars, and quarters for bona fide servants domiciled with an owner or tenant, except as follows:
 - (a) Horse barns are permitted if built of new materials and kept painted. No tarpaper or other shack-type structures will be permitted.
 - (b) A second residence will be permitted if to be occupied by servants or members of the family of the principal owner. No rent houses will be permitted and the lots shall be single ownership units.
- (7) No noxious or offensive trade or activity shall be carried on upon this property, nor shall anything be done thereon which may be or become an annoyance or nuisance such as automobile graveyards, garbage or rubbish dumping ground, oil and mining operation. This land and the public road in front of this land shall be kept free of litter or trash. Firearms practice or use within the aforementioned property is prohibited.
- (8) No trailer, basement, tent, shack, garage, barn or other building or outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (9) The ground floor area of the main dwelling structure, exclusive of one-story open porches and garages, shall not be less than 1,400 square feet in the case of a one-story structure; and not less than 2,000 square feet in the case of a one and one-half story or two-story structure including ground and top floor areas.
- (10) No sign of any kind shall be displayed to the public view on the land except one sign of not more than five square feet advertising the property for sale, or large signs used by a builder to advertise the property during the construction and sales period.
- (11) No hogs, goats, cows or other animals other than one horse per acre will be allowed on this property other

than regular household pets, such as dogs, cats and birds.

- (12) All dwellings must be built of at least new materials, brick, stone or other masonry construction. If wood, two (2) coats of good paint or stain is required.
- (13) This land is known to have large quantities of iron ore gravel. No iron ore gravel, sand or other material may be removed from said land until such time as the land is paid in full; then, no mining shall be allowed within 30 feet of all property lines.
- (14) A failure to observe, perform or comply with any restriction herein set out shall not abrogate the same or render it or any other restriction inoperative, and no such non-observance, non-performance of non-compliance, however long continued or however general or prevalent the same may be, shall constitute any defense in any suit or proceeding brought to enforce the compliance with and/or observance and performance of any kind of said restrictions, conditions and provisions.

DATE: June 22, 1980 Hubert H. Vestal
 HUBERT H. VESTAL, SELLER

The undersigned Purchaser hereby acknowledges receipt of the foregoing instrument prior to closing of the purchase of the real property described in such instrument.

DATE: 22 June 1980 James Clifford Swint Jr.
 PURCHASER
STATE OF TEXAS
 COUNTY OF MONTGOMERY
 I hereby certify that this instrument was filed in the Public Records on the date and at the time stamped herein by me, and was duly RECORDED in the Official Public Records of Real Property of Montgomery County, Texas

ACKNOWLEDGMENT OF SELLER

DEC 9 1980

THE STATE OF TEXAS I
 COUNTY OF HARRIS I

Roy Harris
 PERSONALLY
 MONTGOMERY COUNTY, TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Hubert H. Vestal, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of office this 22 day of JUNE, A.D., 1980.
W. S. HOWARD JR.
 Notary Public in and for Harris County, Texas

ACKNOWLEDGMENT OF PURCHASER

THE STATE OF TEXAS I
 COUNTY OF HARRIS I

Notary Public in and for Harris County, Texas
 My Commission Expires December 7, 1981
 Bonded by Alexander Lovell, Lawyers Surety Corp.

BEFORE ME, the undersigned authority, on this day personally appeared JAMES CLIFFORD SWINT, JR., known to me to be the person (s) whose name (s) is (are) subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 22 day of JUNE, A.D., 1980.
W. S. HOWARD JR.
 Notary Public in and for Harris County, Texas

FILED FOR RECORD
 1980 DEC -9 AM 11:14

Roy Harris
 COUNTY CLERK
 MONTGOMERY COUNTY, TEXAS

W. S. HOWARD JR.
 Notary Public in and for Harris County, Texas
 My Commission Expires December 7, 1981
 Bonded by Alexander Lovell, Lawyers Surety Corp.

U. S. LAND DEVELOPMENT CO.
 505 N. BELT, STE. 101
 HOUSTON, TEXAS 77003