

## **SULPHUR CREEK ESTATES DEED RESTRICTIONS**

SULPHUR CREEK LTD., a Texas limited partnership, acting by and through CHAPPARAL LAND CO., its duly authorized General Partner, being the owner of SULPHUR CREEK ESTATES, does hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on and enforceable by this owner, its successors, grantees, assigns, and all parties and persons claiming under it until September 1, 2004, at which time the said covenants, conditions and restrictions shall be automatically extended for successive periods of five (5) years unless at any time hereafter, by duly recorded instruments signed by the then record owners of 210 acres of the 281.29 acres in said subdivision, it is agreed to change such covenants, conditions, and restrictions in whole or in part.

1. No junk yard, garbage dump, or junk cars shall be allowed to remain on any portion of SULPHUR CREEK ESTATES.
2. All livestock shall be kept in a fenced enclosure.
3. Commercial production of swine or poultry shall not be permitted on any portion of SULPHUR CREEK ESTATES.
4. No livestock feed lots shall be allowed on any portion of SULPHUR CREEK ESTATES.
5. All permanent structures (including, but not limited to houses, outbuildings, mobile homes, barns, and trailers) must be at least 75 feet from all present property lines except by written permission of Seller, or its assigns, in the event the tract size or shape makes this prohibition impractical.
6. No cesspool shall ever be dug, used or maintained on any lot. All outdoor toilets shall be maintained so as not to be a health problem or a nuisance to the area. All lavatories, flush toilets, and bath facilities shall be connected with adequate septic tanks with adequate lateral lines for sewage and waste disposal and constructed to comply with all laws, regulations and specifications of state and local health authorities. Sinks shall be provided with grease traps with adequate lateral lines. No lateral or leaching lines from grease traps or septic tanks shall be allowed to drain into road ditches, natural drainage ditches, creeks, branches or bayous and drainage must be disposed of on the property in such a way as to comply with the health laws and regulations and so as to not create a nuisance.
7. No noxious or offensive trade or activity shall be carried on upon any lot or tract nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
8. No commercial dog kennel, junk yard, tourist camp, dance hall or beer garden, or any business establishment or business activity shall be maintained of any kind on said land.
9. No sand, gravel or clay may be sold from any portion of SULPHUR CREEK ESTATES.
10. Until such time that title is transferred to Purchaser, Purchaser agrees to cut no trees upon said tract with a diameter of more than six (6) inches at the base without Seller's written consent.

## RESERVATIONS AND DISCLOSURES

There is reserved in the Subdivision all road easements shown on the plat of SULPHUR CREEK ESTATES. These roads have been dedicated to the public, and must remain open and unobstructed for public use. No fence or structure of any kind may be placed or located within the 60 foot wide road easements, as shown on the plat.

Calculated acreages of the various tracts include some acreage located within the road easements, as shown on the plat.

Conveyance of this property shall be subject to a utility easement to Gulf States Utilities Company, dated November 17, 1951, and recorded in Volume 219, Page 567 in the Grimes County Deed Records. Conveyance of this property shall be subject to any Oil, Gas and Mineral Leases of record.

Each tract in SULPHUR CREEK ESTATES (or partial tract) is hereby subjected to an annual maintenance fee of \$60.00 per year, per tract or partial tract. This maintenance fee will be paid by the owner or owners of each tract or partial tract annually in advance on the 15th day of January each year. All persons purchasing tracts prior to December 31 of any year shall pay their prorated share of the \$60.00 maintenance fee. This fee shall be paid to the Developer, or its assigns, for the upkeep, maintenance and improvements of road and easements. The maintenance fee imposed hereby shall continue for such period as these restrictions are in effect. To secure the payment of the maintenance fee, a vendor's lien is hereby; and will be reserved to secure the payment of said fee and the reasonable cost of collection thereof including attorney's fees; provided, however, that such lien is specifically subordinate, secondary and inferior to all liens, present and future, created to secure the payment of any improvements on said tract; but shall be binding as against all subsequent purchasers thereof. Prior to the foreclosure of such lien, Developer, its successors or assigns, shall give the last known owner of such tract sixty (60) days written notice of such proposed action by certified mail, return receipt requested. Developer, its successors or assigns, shall not be liable for any uncollected maintenance fees and shall not be liable for the payment of maintenance fees on its unsold tracts or any repossessed tracts held for resale.

Developer agrees to use its best efforts to prohibit exploration for or production of minerals in SULPHUR CREEK ESTATES.

Developer reserves the right to grant such utility easements as may be required to secure telephone, community water system, and/or other utility service to the various tracts of SULPHUR CREEK ESTATES.

Buyer is advised that, due to the presence of iron ore in the underground water at shallow depths, it may be necessary to drill below a depth of 300 feet to obtain water suitable for household use.