

THE STATE OF TEXAS §
 §
COUNTY OF GRIMES §



**DECLARATION
OF
COVENANTS, CONDITIONS RESERVATIONS AND RESTRICTIONS
CONCERNING THE PROPERTY AT
A0034 A D KENNARD, TRACT 6, ACRES 69.708**

I.

DEFINITIONS

1. The following terms when used herein shall have the following meanings:
 - A. "RECORDING DATE" shall mean the date upon which this document is filed of record with the County Clerk of Grimes County, Texas.
 - B. "IMPROVEMENT" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, walls, tanks, reservoirs, pipes, meters, antennae towers and/or other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, satellite, T.V. antennas, and/or other utilities.
 - C. "PERSON(S)" shall refer to any natural person, individual(s), and/or any other entity unless the context indicates otherwise having the legal right to hold title to real property.
 - D. References to the singular shall include the plural, and the plural shall include the singular.
 - E. Terms utilizing bold, capital letters are used as defined terms. Terms utilizing regular upper and lower class casing are used generically unless otherwise indicated.

II.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of property set aside for residential homes and certain other uses accessory thereto. The following restrictions, including without limitation restrictions, covenants, declarations, easements, limitation, charges, agreements, and conditions (hereafter collectively called the "*Restrictions*"), are hereby established and adopted to apply uniformly to use, occupancy and conveyance of all the PARCELS of land. Every contract, deed or conveyance which may be hereafter executed with regard to any of the property shall be conclusively deemed to have been executed, delivered and accepted subject to the following *Restrictions*, even if the *Restrictions* are not set out in full and are not incorporated by reference in such contracts of sale, deed, lease, or other transfer of interest in any such PARCEL.

1. **SINGLE FAMILY** Except as otherwise herein provided, each PARCEL shall be used only for non-commercial single-family residential purposes. The term "Single-Family" as used herein shall refer not only to the architectural design of the dwelling but also to the permitted number of inhabitants. No Dwelling may be occupied by more than one single family.

The following may not be built on any PARCEL: hospitals, clinics, rest homes, duplex houses, apartment houses, mobile homes, hotels, kennels or any industrial or high-traffic commercial business.

2. **BUILDING AND CONSTRUCTION RESTRICTIONS** The following guidelines apply to all new construction:
 - A. No residence shall be constructed on any PARCEL that has an under roof living area, excluding porches, garages, patios and the like of less than one thousand six hundred (1,600) square feet;
 - B. All single-family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows and similar openings) shall be constructed of at least twenty (20) percent masonry.
 - C. Barndominiums shall be permitted so long as they have twenty (20) percent masonry if they have steel siding. If a Barndominium is constructed of one-hundred (100) percent board and batten there will be no minimum masonry requirement. Roof pitch shall be a minimum 4/12 and must have eaves a minimum of twelve (12) inches.
 - D. The surface of all roofs of principal and secondary structures shall be shakes, tile, thirty (30) plus-year composition shingle, or metal roof.
 - E. In the event an OWNER desires to use solar panels or other solar equipment in connection with the use of any land. The solar equipment might be on rooftop and not visible from street. No solar panel farms.
 - F. All tanks for storage of fuel, water, oil or Liquid Petroleum Gas "LPG" and including swimming pool filter tanks shall be screened from view.
 - G. Homesites will be used for single-family residential use with improvements (barn, corral, etc.) allowed for restricted agricultural use.
 - H. All permanent outbuildings, barns, garages, or other structures are not required to comply with the aesthetic rules that apply to the main building but must be consistent in appearance and quality to the primary structure.
 - I. No eighteen (18)-wheel tractor-trailer trucks shall be visible from the street or maintained on any portion of the driveway and/or front yard in front of the building line of the permanent structure. Same shall be kept, parked, stored, or maintained on other portions of property only within an enclosed structure or a screened area, which prevents the view thereof from adjacent property or streets
 - J. No building or structure, except fences, shall be located on any PARCEL nearer to the front property line than seventy-five (75) feet, or nearer to either side of the property line than forty (40) feet, or nearer to the back property line than forty (40) feet.
 - K. Drainage structures where required under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water. Any driveway requiring drainage shall comply with county specifications.
 - L. No building materials of any kind or character shall be placed or stored on any PARCEL more than thirty (30) days prior to construction of a building or IMPROVEMENTS are commenced. All materials shall be placed within the building lines as established above. At the completion of the building or IMPROVEMENT excess or scrap material must be immediately removed from the premises.
 - M. Each LOT OWNER must install and maintain, at the OWNER'S expense, his own private septic system, in accordance with Grimes County specifications. The OWNER shall be responsible for obtaining all necessary permits, tests and maintaining the septic system as required by all governmental regulations.
3. **GENERAL RESTRICTIONS** Existing buildings are grandfathered not required to meet minimum guidelines
 - A. No noxious or offensive trade or activity shall be carried on upon any PARCEL nor shall anything be done thereon which may be or become an annoyance or nuisance. No portion of the property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the OWNERS of surrounding property. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they can include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property. Those activities or conditions that cause minor and/or infrequent disturbances resulting from ordinary life activities within a deed restricted community are not intended to constitute a nuisance.

- B. Agricultural farm and ranch business uses shall be permitted. At home businesses not detectable from the exterior are permitted. A commercial shooting range, machine shops, mechanic shops, car lots, junkyards, kennels, church, pre-school, beauty parlor, or barber shop or other business are not permitted.
- C. The allowance for livestock is as follows: large animals, including but not limited to cows and horses, are restricted to one (1) per acre; small animals are limited to two (2) per acre; and poultry is permitted at a maximum of five (5) per acre.
- D. No part of the property shall be used or maintained as dumping grounds for rubbish, trash, or garbage. Equipment for the storage or disposal of such material(s) shall be kept in a clean and sanitary condition. No trailer(s); recreational vehicle(s); tent(s); boat(s); and/or stripped down, wrecked, junked, or otherwise wholly inoperable vehicle shall be kept, parked, stored, and/or maintained on any portion of the driveway and/or front yard in front of the building line of the permanent structure. Same shall be kept, parked, stored, or maintained on other portions of property only within an enclosed structure or a screened area, which prevents the view thereof from adjacent property or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. Weekend camping is allowed; however, extended dwelling in an RV greater than thirty (30) days must be screened from view. An RV may be employed as a temporary dwelling during the construction of the primary residence for a period not to exceed eighteen (18) months.
- E. OWNERS shall not permit the accumulation of trash, rubbish, or other unsightly objects on their property. During any construction project, all debris or garbage must be secured in enclosures, dumpsters or other containers and are regularly disposed of to prevent the materials from being blown by wind, rain or otherwise becoming unsightly. Each OWNER shall be responsible for proper disposition of his/her trash or garbage. OWNERS shall keep drainage free of obstructions. Each LOT must be maintained in an aesthetically pleasing manner.
- F. After commencement of construction of any structure or IMPROVEMENT, the work thereon shall be diligently prosecuted to the end and the structure or IMPROVEMENT shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof;
- G. All construction projects shall be completed within 18 months of the setting of the forms for the foundation.
- H. No act may be performed which is likely to pollute the air or water in any part of the property, nor may any property OWNER violate any ordinance designed to eliminate pollution at that time in force whether it be State, County or City;
- I. No oil or gas drilling, development, refining, quarrying or mining operations of any kind shall be permitted. Nor shall any tanks, tunnels, mineral excavations or shafts be permitted. No derrick or other structures designed for use in boring or drilling for oil, natural gas, or other minerals shall be erected, maintained or permitted on any property save and except existing locations at time of plat approval. Notwithstanding the foregoing, each OWNER, by its acquisition of a parcel of property has been, or will be reserved by third parties or predecessors in title to the Property;

III.

RE-SUBDIVISION

- 1. No Lot may be re-subdivided into Lots less than 5 acres.

IV.

MISCELLANEOUS PROVISIONS

- 1. The foregoing *Restrictions* are adopted as part of and shall apply to each and every PARCEL. Such *Restrictions* are equally for the benefit of all subsequent OWNERS or PARCELS and accordingly, shall be covenants running with the land. Any OWNER or lienholder of any of the property shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the *Restrictions* and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however

that this clause shall not restrict any governmental agency from acting to enforce any of the *Restrictions*.

2. The term of the *Restrictions* shall be for a period from the filing of this instrument for record in Grimes County, Texas, until the 1st day of October, A.D., 2050, after which date such *Restrictions* shall be automatically extended for such successive periods of ten (10) years each. Unless unanimous consent is obtained from all property owners for any changes, after October 1, 2050, a supermajority of seventy-five percent (75%) of property owners may amend or revoke the covenants.
3. Every person who now or hereafter owns or acquires any right, title or interest in or to any property in the AD Kennard Tract 6 acres 69.7 acres is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this declaration is contained in this instrument by which such person acquires an interest in the property.
4. The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of or any part of the provisions of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect.

DATED this _____ day of _____, _____.

Gary Chaney

Elia Chaney
