



to be stored on a tract or parcel of land; provided, that such vehicles shall be located only behind the residence and not closer than ten (10) feet to an adjoining tract or parcel of land.

12. No sign of any kind shall be displayed on any tract or parcel of land except one sign of not more than five (5) square feet advertising the property for sale or rent; or signs used by owner to advertise the property.

13. No Noxious or offensive activity shall be permitted upon any tract or parcel of land, nor shall anything be done thereon which may or become an annoyance or nuisance to nearby property owners.

14. No outside toilets shall be erected, placed or used upon any tract or parcel of land. Sewage shall be disposed of by means of a septic tank.

15. No tract or parcel of land shall be used or maintained as a dumping ground for rubbish or as a storage place for junk. Trash, garbage or other waste shall not be left except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. All driveways to the road which provides ingress and egress to the other tracts or parcels of land shall connect to the road over a culvert pipe of ample size to permit an adequate flow of water through the road ditches, or, if a bridge is used, it shall be of sufficient height to permit the free flow of water under it.

17. Livestock and animals considered pets shall be permitted; provided, that the number of such animals is not so great as to be noxious or offensive to nearby property owners.

18. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2008, after which date said covenants shall be automatically extended for successive twenty (20) year periods unless otherwise stipulated in an instrument executed by the then present holder of the right of enforcement of the restrictions.

19. Invalidation of any one of these covenants by judicial decree shall in nowise affect the force and effect of any other covenant.

20. If the parties hereto or anyone of the owners of any portion of said tract, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, the Owner or any owner of any portion of said tract shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person, or persons, from doing by prohibitive or mandatory injunction and to recover damages for such violations. It is further stipulated that the invalidation of any one or more of these

covenants, restrictions or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.

EXECUTED this the 27 day of June, 1997.

Steve Elder, Trustee  
STEVE ELDER, TRUSTEE

THE STATE OF TEXAS

§

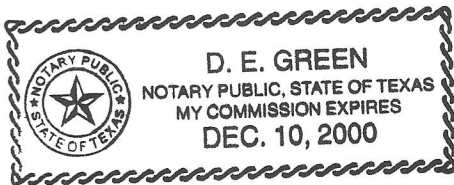
COUNTY OF WALLER

§

§

On this 27 day of June, 1997, before me, personally appeared Steve Elder, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal:



[Signature]  
Notary Public, State of Texas

ASSIGNMENT OF RIGHT TO ENFORCE RESTRICTIVE COVENANTS

FOR VALUE RECEIVED, I, Steve Elder, Trustee, to hereby transfer and assign all right to enforce the attached restrictions and covenants to Mike A. Stuart, Route 3, Box 545, Navasota, Texas 77868.

Steve Elder, Trustee  
STEVE ELDER, TRUSTEE