

PROTECTIVE COVENANTS & RESTRICTIONS

THE STATE OF TEXAS }
COUNTY OF AUSTIN }

KNOW ALL MEN BY THESE PRESENTS:

THAT, BOB TESCH PROPERTIES, INC., a corporation duly organized and existing under the laws of the State of Texas, with its principal place of business in Houston, Harris County, Texas, acting herein by and through its duly authorized corporate officers, being the owner of all that certain described real property as follows, to-wit:

Being 75.302 acres of land, more or less, lying and being situated in the John P. Borden Survey, Abstract 125, and being more fully described by metes and bounds in the field notes prepared by Leonard W. Frank, Registered Public Surveyor, Registration No. 1669, on February 3, 1973, and being the same land conveyed by Louis D. Sliva and wife, Francis A. Sliva to LaVergne/Tesch, Inc., a Texas business corporation on February 28, 1973, hereinafter referred to as the "Master Tract".

BOB TESCH PROPERTIES, INC., being the owner of all said Master Tract does hereby place the following restrictions and protective covenants upon all tracts in said Master Tract and all such restrictions and protective covenants are to be construed as covenants running with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years, from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument in writing is signed by a majority of the then owners of the tracts out of the Master Tract and placed of record in Austin County, Texas, agreeing to change said covenants in whole or in part.

I.

All tracts platted shall be known and described as rural residential tracts and no structure shall be erected, altered, placed or permitted to remain on any of such residential tracts other than a single, detached single family dwelling, not to exceed two stories in height, not including a basement and a private garage for not more than four cars, and other out buildings incidental to the rural residential use of the lot. Only one residence shall be constructed on each lot, however, this shall not prohibit the construction of a residence on a portion of two or more lots.

The term "residential purposes" as used herein, shall be held and construed to exclude hospitals, duplex houses, and apartment houses, and to exclude commercial and professional uses, excepting any clean and nonoffensive agricultural uses; and any such usage of this property is hereby expressly prohibited.

The word "house" or "residence" as used herein, with reference to building lines, shall include galleries, porches, porte cochers, steps, projections, and every other permanent part of the improvement except roofs.

II.

No building shall be located nearer to the front line than fifty (50) feet of the front property line or nearer than thirty (30) feet to a side street property line. No building shall be located nearer than thirty (30) feet to any side property line of interior tracts nor nearer than thirty (30) feet from the rear lot line. The word "building" as herein used, shall mean main structures, porches whether screened or unscreened, breeze-ways, attached garages, detached garages, porte cochers, steps and projections covered by roofs.

III.

No garage or out building on any tract shall be used as a residence, nor shall the same be used as living quarters except by servants engaged on the premises or by some member of the immediate family of the tract owner.

No trailer, basement, tent, shack, lean-to, garage, barn or other out building erected on the property shall at any time be used as a residence, either temporarily or permanently except as provided in paragraph III above nor shall any structure of a temporary character be used as a residence. Under no circumstances will house trailers be permitted to be used for residential purposes on any of the above described property at any time whether the same be left upon its running gear or dismounted from its running gear and installed upon permanent footings or blocks.

IV.

The floor area of the main structure, to be constructed on such tract exclusive of open porches, steps, screened porches, porte cochers, breeze-ways, and other out buildings, shall be no less than twelve hundred (1200) square feet, which said structures shall be constructed of new materials on said tracts.

No yard toilet or privy shall be erected or maintained on any of said tracts.

V.

No building materials of any kind or character shall be placed or stored in the streets or between streets and the property line. All building materials to be used in the construction of buildings shall be placed within the property line of the premises upon delivery.

No garbage trash, ashes, or other refuse may be thrown or dumped on any vacant tract; in the "original tract" nor shall same or any container therefor be left in the street line or public view except as the same may be maintained in a neat and sanitary manner in the rear of the residence or out buildings constructed on said tracts.

VI.

No nuisance or advertising signs, billboard, or other advertising device shall be built on or suffered to remain upon any of the premises in this Master Tract except that the owner may place on such premises such advertising signs or devices that they may deem appropriate, having to do with the sale of the property and except that any lot owner may place on a lot owned by him for resale a sign so indicating, having an area of not more than five (5) square feet and a height of not more than four (4) feet from the surface of the ground.

VII.

No hogs shall be kept in any part of this Master Tract.

VIII.

No obnoxious or offensive trade or activity shall be carried on upon any tract in the Master Tract nor shall anything be done within the Master Tract which shall be or become an annoyance or nuisance to the neighborhood.

IX.

Grass and weeds on each tract conveyed must be kept mowed at regular intervals as may be necessary to maintain such tract in a neat and attrac-

tive manner. Until a home or residence is built on a tract or tracts, the developer shall have the right to have the grass and weeds cut when and as often as in their judgment the same is necessary if the owner or owners fail to do so and the owner or owners of said tracts shall be held by the acceptance of contract for deed or deed to be obligated to pay the developer for the cost of such work a reasonable price prevailing for the same in the neighborhood, and a lien shall be created on such tract or tracts in favor of the developer for such cost.

X.

Easements for the installation and maintenance of utilities are reserved as deemed appropriate by the developer.

XI.

Enforcement of the restrictive and protective covenants herein contained shall be by proceeding at law or in equity against any person violating or attempting to violate any covenant either to restrain the violation thereof or the recovery of damages and may be maintained by any owner of a tract in the Master Tract.

XII.

In the event either of the covenants herein contained should at some date be declared unconstitutional or illegal, they shall in no way affect the validity of the remaining covenants but shall be severed herefrom and the remaining covenants shall remain in full force and effect.

XIII.

The above covenants and restrictions will be reflected in the public records, and the deed to each tract purchased shall convey the same to the purchaser subject to such covenants and restrictions and such purchaser's observance thereof shall constitute a part of the consideration for said lot so conveyed and a copy of such covenants and restrictions shall at the time be furnished each purchaser and he shall sign a statement that he will agree to abide by and carry out the same so long as he owns any property in said Master Tract and the same shall constitute a contract with the developer and the other tract owners in said Master Tract.

IN TESTIMONY WHEREOF, the said BOB TESCH PROPERTIES, INC. has caused these present to be signed by its duly authorized officers and to be sealed with the seal of the corporation at Houston, Texas, this the 6th day of OCTOBER, A.D., 1976.

BOB TESCH PROPERTIES, INC.

BY Robert E. Tesch
Robert E. Tesch, President

Jerry E. Allen
BUYER

Juanita Allen
BUYER