

against the person, persons, or entities violating or attempting to violate such restrictions and either to prevent such person, persons, or entities from violating such restrictions, or to recover damages or other dues for such violation for the benefit of Seller or Seller's successor, assigns and legal representatives, or other owners, as their interest may appear. Any party prosecuting a violation of restrictions under this Declaration may recover attorney's fees and other expenses reasonable and necessary in enforcing these restrictions and may be entitled to a **TWENTY-FIVE THOUSAND AND NO/100 DOLLAR (\$25,000.00)** penalty paid by the violating party.

Article II
Protective Covenants

1. **No Subdividing:** The subject tracts may not be subdivided after the original purchase from Declarant.
2. **Single-Family Residentce:** The land shall be used for single-family residential purposes only, with only one (1) single family residence (which may include a garage, guest house, and quarters for live-in servants) permitted on each tract partition out of the land, by way of illustration but limitation, such single family residential use specifically excludes all multi-family and/or multi-unit type structures such as apartment buildings, duplexes, complexes, condominiums, townhomes, cluster homes, and manufactured mobile homes.
3. **No Mobile or Temporary Structures:** No travel trailer, tent, shack or other temporary structures shall be erected, placed, or maintained on said tracts and habitation, either temporarily or permanently. This section shall not be construed so as to prevent the placement on the premises for less than 180 days of a temporary contractor's building during the construction of a permanent residence.
4. **Business or Commercial Structures:** No business or commercial structure of any kind or nature whatsoever shall be built on any portion of the property.
5. **Offensive Activity:** No activity which is unlawful or illegal or which is noxious or offensive or constitutes a health hazard to the neighborhood or which is hazardous by reason of danger from fire or explosion shall be permitted on the land or any tract therein, nor shall anything be done thereon which may be or become any annoyance or nuisance to adjoining property owners.
6. **Trash:** No trash, garbage, putrecible matter or debris of any kind shall be dumped or permitted to accumulate on said property.
7. **Vehicles on Premises:** A camper or motor home may be kept on the premises after completion of a permanent residence if the camper or motor home is owned by the owner of the residential tract upon which it is kept, is not connected to permanent utilities, and is not occupied. No automotive vehicles that are not in good running condition and regular use will be allowed on the land.
8. **Animals:** Livestock may be kept or permitted on the building site, such as pets for domestic or family use only. Dogs are not permitted to run loose. They must be in a fenced area. Winged fowl may only be kept off the ground in pens for personal use. Nothing herein contained shall ever be construed so as to permit the keeping of animals

and pets to become a nuisance or noxious to the other owners of the tracts out of the land or well-being of the community. It is further understood that no hogs or swine shall be kept on any part of a residential tract for any purpose whatsoever (except for valid FFA project). FFA and 4-H Club projects shall not be considered commercial. No more than one (a) large animal (horse, cow, or sheep) per acre will be allowed.

9. **Septic:** No cess pool shall be dug or permitted on the property. Septic tanks will be permitted on the property but their construction and location shall comply with all existing state, federal, or laws relating thereto. In any event, however, no septic tank or field shall be permitted closer than fifty (50) feet from any roadway or lake and twenty-five (25) feet from any property line. No septic tank may be shared with any other property owner. There shall be no outside toilet built or used on the premises.
10. **Roadway Right-of-Way Easement Restriction:** No tract or parcel of land may be purchased for the use as a right-of-way or easement to adjoining property for the purpose of development.

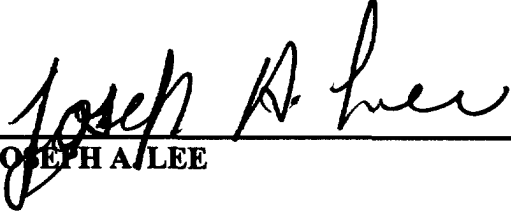
Article III Improvements

1. **New Construction:** Any residence constructed on said tracts shall be new construction with the exception of used brick and other such decorative accessories as are customarily used by builders in the construction of new residences. External construction of residences must be brick, stucco, hardy board, vinyl siding or timbers of any combination of same. All residences shall contain not less than two thousand four hundred (2400) square feet of living area, exclusive of porches, breezeways, patios, and garages.
2. **Set-Back Lines:** Each residence shall be located at least two hundred (200) feet from the frontage or any roadway and at least twenty-five (25) feet from any side or fifty (50) feet from the rear boundary line of a residential tract or from any utility easement.
3. **Building Time Limits:** All improvements must be completed in a reasonable length of time. It is stipulated that a reasonable length of time for the completion of improvements, residence or other structures, is twelve (12) months from the date the slab or foundation is poured or installed, or the improvements are initiated.
4. **Driveways:** All driveways shall be construed of either road base material topped with asphalt, flexible base, tar and gravel, iron ore or concrete. Dirt driveways are not allowed.
5. **Signs:** Except for "For Sale" signs, which shall not be larger than 4-feet by 4-feet, no sign of any kind shall be erected.
6. **Fences:** All fences or walls shall be wood, masonry, iron, vinyl-coated, chain link or a horse fence constructed by wire, of a minimum of 5 wire smooth or barbed wire. No fences in front of a home may be more than 5 feet high. All wooden fences shall be constructed of cedar, redwood, or treated or painted lumber. All perimeter fences must be placed on the property line according to the survey plat.

Article IV
Miscellaneous

1. **Duration:** These covenants and restrictions shall run with the land and shall be binding upon Grantees, their heirs, assigns and legal representatives, and all parties or parties claiming under them until January 1, 2030, and shall be automatically extended for successive ten (10) year periods unless changed, or ended in whole or part by the owners of at least two-thirds (2/3rds) of the owners of the acreage covered by these restrictions as presently filed or as enlarged in the future. Any amendment must be recorded.
2. **Validity of Restrictions:** In the event any one or more of these covenants, agreements, restrictions, or conditions shall become or be held invalid by reason of abandonment, waiver or judicial decision, the same shall in no way affect the validity of any other covenants, agreements, conditions, or restrictions set out herein, which shall remain in full force and effect.
3. **Variiances:** Property owners may request variances of the deed restrictions. Variance requests must be made in writing and must be approved by all of the property owners.
4. **Drainage Ways:** All natural and man-made drainage ways shall be maintained to maximize continual drainage and will not be blocked or altered in any way that would inhibit or obstruct drainage.
5. **Effective Date:** This Declaration is effective from the date of filing same in the Real Property Records of Montgomery County, Texas.

IN WITNESS WHEREOF, the undersigned Declarant, being the sole Owner of the property, has executed this Declaration on the 30 day of **September, 2004**.



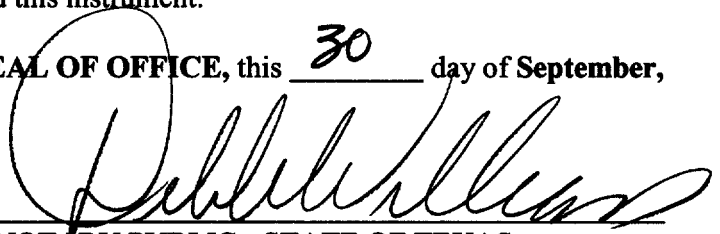
JOSEPH A. LEE

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JOSEPH A. LEE, and acknowledged to me that he executed this instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of September, 2004.



NOTARY PUBLIC - STATE OF TEXAS.



Exhibit A

682-10-0687

LEGAL DESCRIPTION

Being 94.4908 acres out of a called 95 acre tract out of the H. Hamble called 100 acre tract located in the Ebenezer R. Hale Survey, Abstract No. 264, in Montgomery County, Texas, said called 95 acre tract being the same described in deed from H. Hamble to J.C. Hutcheson, Jr. recorded in Volume 103, Page 471, of the Deed Records of said County; said 94.4908 acres being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument found and called the Northeast corner of a 104.5230 acre tract described in deed recorded in Volume 748, Page 673 of the Montgomery County Deed Records, same being located on the common line of said Hale Survey with the Bartley Murray Survey, Abstract 343 and also being the Southeast corner of the herein described tract;

THENCE S. 87° 22' 41" W. (called West) along the common line of the said called 95 acre tract and said 104.5230 acre tract, 494.91 feet to a 5/8 inch iron rod found for corner on the Northeast line of Missouri Pacific Railroad right-of-way (150 feet wide);

THENCE N. 59° 30' 08" W., 1545.13 feet along the Northeasterly line of said Missouri Pacific Railroad right-of-way to a 5/8 inch iron rod found for corner on a fence line marking the common line of said called 95 acre tract with a 95.0888 acre tract, recorded in Volume 565, Page 217 of said Montgomery County Deed Records;

THENCE N. 01° 42' 53" W., with the East line of said 95.0888 acre tract and at 1232.8 across the centerline of a gully, continuing along said East line, for a total distance of 1769.83 feet to a 5/8 inch iron rod found for the Northwest corner of the herein described tract and the Southwest corner of 50 acre tract recorded in Volume 341, Page 1 of the Montgomery County Deed Records;

THENCE N. 86° 56' 24" E., along the North line of said H. Hamble called 100 acre tract, same being the South line of the said 50 acre tract, at 871.93 feet, passing a 5/8 inch iron rod on the occupied Southwest corner of a certain 5.000 acre tract described in Clerk File No. 9532046 of said Montgomery County at 1663.83 feet passing a 1/2 inch iron rod on the occupied Southeast corner of said 50 acre for a total distance of 1761.78 feet to a 5/8 inch iron rod found on the East line of said E.R. Hale Survey for the Northeast corner of the described tract, from which a concrete monument corner bears S. 02° 32' 26" E., 3.66 feet;

THENCE S. 02° 32' 26" E., along the common line of said Hale Survey with the Bartley Murray Survey, A-343 and being on the East line of the herein described tract and on the West line of a 40 (feet wide) Access Easement recorded in Volume 829, Page 248 of the Deed Records, Montgomery County, Texas, at 688.5 feet, pass the centerline of the aforementioned creek and in all a total distance of 1302.74 feet to a concrete monument found for corner, said point being the Northwest corner of Lot 8 of Rimwick Forest Section One as recorded in M.C.F.C. No. 306-00-0697;

THENCE S. 02° 40' 10" E., along the East line of the herein described tract and the West line of Rimwick Forest Section I at 209.93 feet pass a found 5/8 inch iron rod, marking the Southwest corner of Lot 8 as recorded in M.C.F.C. 306-00-0697, continuing S. 02° 40' 10" E., at 729.85 feet pass a found 5/8 inch iron rod for the Southwest corner of Lot 7 as recorded in M.C.F.C. 165-00-0444, continuing S. 02° 40' 10" E., at 945.78 feet pass a found 1/2 inch iron rod for the Southwest corner of Lot 6 as recorded in M.C.F.C. 104-00-1896, continuing S. 02° 40' 10" E. at 1160.85 feet pass a found concrete monument for the Southwest corner of Lot 5 as recorded in M.C.F.C. 653-01-1049 and continuing for a total distance of 1324.59 feet to the POINT OF BEGINNING and containing 94.4908 acres of land, more or less.

682-10-0688

FILED FOR RECORD

2004 OCT -1 PM 2: 52

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas.

OCT - 1 2004



Mark Turnbull

County Clerk
Montgomery County, Texas

RECORDS MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.