

609003

VOL 0997 PAGE 154

### RESTRICTIVE COVENANT AGREEMENT

This Agreement is made and effective as of October 1, 2005, by and among the Parties whose names and mailing addresses are set forth below.

#### RECITALS

The Parties are all of the respective owners of adjoining tracts or parcels of land, arising from the subdivision of that certain 193.2030 acre tract or parcel of land in the L.S. Jones, Survey, Abstract 210, Waller County, Texas, and being out of that certain 195.192 acre tract of land described in a deed recorded in Volume 263, Page 423, Deed Records of Waller County, Texas, said 193.2030 acres being described in instrument recorded in Volume 271, on Page 392, Deed Records of Waller County, Texas.

Altogether these lots constitute a neighborhood that the Parties desire to protect and safeguard ("the Neighborhood" or the "Property"). The Parties have devised a general plan for the Neighborhood as a whole, with specific provisions for particular parts of the Neighborhood. This plan provides a common scheme of development that will protect and safeguard the quality of life enjoyed in the Neighborhood by all of the Parties and maintain property values over a long period.

This common scheme of development will benefit the Neighborhood, in general, the lots that constitute the Neighborhood, the Parties, and each successive owner of an interest in a lot in the Neighborhood.

Therefore, in furtherance of this mutually agreed general development plan and in accordance with the doctrines of restrictive covenants and implied equitable servitudes, the Parties desire to restrict the Neighborhood as a whole, as well as all the lots that constitute the Neighborhood, according to these covenants, conditions, and restrictions.

#### COVENANTS, CONDITIONS, AND RESTRICTIONS

NOW, THEREFORE, in consideration of these mutual promises, covenants and agreements, the Parties, as both Covenantors and Covenantees, agree as follows:

1. Tracts may be used for either agricultural or residential purposes. Agricultural purposes shall include farming and ranching, but no feedlot shall be located upon any tract.
2. For residential use, the smallest individually, subdivided lot, parcel or tract of land shall not be less than two and one-half (2-1/2) acres, except for Tract 14. Each such residential lot, parcel or tract shall be used only as a single-family residence.
3. No building shall be erected, altered, placed, or permitted to remain on any lot, parcel or tract other than one detached single-family dwelling, with associated out buildings, such as storage rooms, detached garages, barns, stables, servant's quarters, and/or guest house.

4. As to any residence, the floor area of the main structure, which shall be the residential dwelling, exclusive of all exterior storage, whether attached or detached, open porches and garages, etc., shall not be less than one thousand four hundred square feet (1,400 sq. ft.), except the current structure on Tract 2, which is excepted.

5. No building of a temporary character, or mobile home, trailer, basement, tent, shack, garage, barn or any other out building shall be used on any lot, parcel or tract at any time as a residence, either temporarily or permanently.

6. No noxious or offensive activity shall be carried on upon any lot, parcel or tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No commercial equipment, contracting machinery, or heavy trucks may be stored upon any lot, parcel or tract, or adjacent roads or streets.

8. No retail business or retail commercial structure of any kind or nature whatsoever shall be built upon any portion of the property. No retail business of any kind may be maintained and/or conducted on the property, except for agricultural uses as provided herein.

9. No signs of any kind may be displayed to the public view on any lot, parcel or tract, except for one (1) professional sign of not more than four square feet (4 sq. ft) advertising the property for sale or rent.

10. No lot, parcel or tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in appropriate containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. Except for agricultural use as provided herein, no animals, livestock, poultry, dogs, cats and such may be kept or permitted on any lot parcel or tract, except as pets or for domestic use. Nothing contained in the preceding sentence shall ever be construed so as to permit the keeping of animals or pets to become a nuisance or obnoxious activity to the community or occupying residents of the neighboring property or to become a hazard to the welfare and well being of the community. In this regard it is agreed that no Pit Bull dogs shall be allowed to be kept within the subdivision.

12. With respect to any lot, parcel or tract utilized for residential purposes, it is understood that, with the exception of no more than a total of two (2) head of swine per tract for legitimate FFA or 4-H projects, no hogs or swine shall be kept on any part of the property for any purpose whatsoever. As to such residential tracts, there shall not be allowed any more than one large animal (defined as horse, cattle or sheep) for each one-half (1/2) acre of land. Natural off-spring of such livestock shall be exempted from this restriction until one-year old.

13. No discharging of firearms shall be permitted.

14. Each homeowner shall obtain prior governmental approval, as required by law or

Page -2-

regulation, before installing septic tanks and field line sewage disposal systems. No cesspools shall be allowed.

15. The foregoing covenants and restrictions are to run with the land, and shall be binding upon the undersigned, their respective successors and assigns, and all persons claiming under them, until December 31, 2015, and shall be for the benefit of Tracts 1 through 33, inclusive out of the 193.2030 acres described in the L. S. Jones Survey A-210, Waller County, Texas. At which time, these covenants and restrictions will roll over and be effective for all tracts identified above for a period of ten (10) years for each roll over period, unless modified by agreement of at least eighty percent (80%) of the then current land owners of record.

16. No building shall be located on any lot parcel or tract nearer than fifty (50) feet to the front line, no building shall be located nearer than five (5) feet to an interior lot line.

17. This Agreement is executed in a number of counterpart originals, each of which is deemed to be an original, and all of which shall constitute one and the same instrument.

18. This Agreement shall not become effective as to any Party until this document has been executed by all of the Parties, at which time this Agreement shall become effective.

19. This instrument contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all the Parties, their successors or assigns.