

63135

KNOW ALL MEN BY THESE PRESENTS

That I, Jack Bradbury, of Montgomery County, Texas, being the legal owner of all of the property which has been platted and subdivided in Section 1 and Section 2 of KICKAPOO HILLS, of Waller County, Texas, according to the plats of said subdivision duly recorded in Volumes 198 and 202, pages 377 and 247, of Map Records of Waller County, Texas, in order to provide for the development of said subdivision in a uniform, attractive and inviting manner, do HEREBY adopt and promulgate the following restrictions, conditions and covenants which are to run with the land and shall be binding upon all persons who shall hereafter own or acquire any land of said subdivision, their heirs and assigns, and upon all persons claiming under them until January 1, 1975, after which date the said restrictions, conditions and covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of lots it is agreed to alter, change or amend said conditions, covenants and restrictions, in whole or in part.

Any person or persons who now own, or shall hereafter acquire property in KICKAPOO HILLS, shall have the right to prosecute any proceeding at law or in equity against any person or persons who shall violate or attempt to violate any of the following covenants, conditions or restrictions, and shall have the right to enjoin the violation of any restrictions, covenant or condition, or to recover damages or any dues for such violations. Invalidation of any one of the following conditions, covenants or restrictions by judgement or court order shall in nowise affect any other of the provisions hereof, which shall remain in full force and effect.

The said restrictions, covenants and conditions affecting said property in KICKAPOO HILLS shall be as follows, To-wit:

POSITIVELY NO STRUCTURE OR BUILDING MATERIAL OF ANY KIND OR CHARACTER (INCLUDING FENCING) SHALL BE MOVED ON OR STARTED ON ANY LOT WITHOUT FIRST SUBMITTING ALL BUILDING PLANS TO SELLER OR HIS REPRESENTATIVES FOR APPROVAL.

1. All homes are to be for single residence purposes only and are to contain a minimum of 800 square feet, exclusive of porches, garages, carports etc. and no home or dwelling shall be built nearer than 50 feet to the front lot line, 30 feet to the side lot lines and 50 feet to the back lot line. All utility buildings, sheds etc. are to be built to the rear of each lot.

2. Every structure to be erected on said lot shall contain new permanent materials, with pleasing exterior and shall receive at least two coats of paint at time of construction, unless otherwise approved. No structure shall have

tar paper, aluminum, corrugated iron, roll brick siding or any similar materials on the exterior walls or roof.

3. No privies or outside toilet facilities shall be constructed or maintained on any lot and any sewage disposal system shall be of a type approved or recommended by the State or Local Department of Health and shall be maintained at all times in a proper sanitary condition so as never to spill over ground or leak out in road ditches or open ditches or gullies.

4. No trash, garbage, used building materials, old junk cars etc. shall ever be accumulated or stored or deposited on said premises to the point that such items create an eyesore to the neighborhood. All trash is to be burned or hauled away.

5. No animals shall be kept or maintained on any lot containing less than two acres, except customary household pets. On larger tracts, cows, horses and fowl (but not in commercial quantities) may be kept as long as they are quartered in such a way as not to become offensive to the neighborhood.

6. No lot shall be re-subdivided containing less than 30,000.00 square feet.

7. No excessive amount of large trees are to be removed or cleared until said lot is 50 per cent paid for.

PURCHASER agrees to comply with the above restrictions, covenants and conditions, and to grant any subsequent easement that may be deemed beneficial for the proper installation of electrical lines, telephone, gas, water, sewage lines or drainage ditches.

Jack Bradbury herein reserves the right to add to or change in whole or in part the above restrictions, covenants and conditions at any time and in any manner that, in his opinion and subject to a two thirds majority poll of the tract lot owners, make changes that would benefit said subdivision.

*Jack Bradbury*  
JACK BRADBURY Owner

STATE OF TEXAS  
COUNTY OF WALLER

BEFORE ME, the undersigned authority on this day personally appeared Jack Bradbury, 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 purpose and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11 day of May 1968.

*[Signature]*  
Notary Public in and for  
Waller County, Texas