

LAND USE RESTRICTIONS OF KICKAPOO MEADOWS

502-01-1943

THE STATE OF TEXAS  
COUNTY OF HARRIS

The undersigned, being the owner of all of the tracts of land in Kickapoo Meadows Subdivision, in Harris County, Texas, does hereby place and impose upon such tracts the following restrictions:

1. The covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until January 1st, 2009, at which time said covenants shall be automatically extended for successive periods of ten years; provided that at the time for any renewal a majority of the then owners of such tracts may amend, change or remove these evidencing such action. If the parties hereto, their heirs, successors and assignees, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned, its successors or assigns, to enter and abate such violations without liability; and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against any person violating or attempting to violate such restrictions and either to prevent them from continuing such violation, or to cause such violation to be removed, or to recover damages.
2. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust or other lien, acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to these restrictions.
3. If any one of these restrictions shall be held to be invalid or for any reason is not enforced, none of the others shall be affected or impaired thereby but shall remain in full force and effect.
4. Only one residence, constructed as herein described, shall occupy any individual tract of land, unless approved in writing by the Dedicator or his nominee.
5. No residential building may be moved on to any tract on the property. All structures will be built of new material. A written notice to be accompanied with house plans must be delivered to Dedicator 30 days prior to the start of construction and must be approved by Dedicator, in writing. No residential structure shall be built on any tract unless its living area has a minimum of 1000 square feet of floor area, excluding open or screened in porches, carports, and garages.
6. Either frame or brick construction is permitted and all residences shall be placed or built upon a concrete slab or concrete blocks with approved pier and beam foundation with minimum of 18" crawlspace.
7. No buildings shall be erected, placed, altered, or permitted to remain on any tract other than a single family residence and attached or separate garage or barn or stable.
8. Any house or structure must be completed according to approved plans and specifications within one (1) year after the beginning of construction, or with such additional times as may be approved in writing by undersigned, their heirs, successors or assignees; and no partially completed house or other structure shall be permitted to remain on said property beyond such period of time.
9. Any commercial use of any tract must be approved in writing by the Dedicator or his nominee.
10. For the purpose of this covenant, eaves, and open porches shall be considered as a part of a building. No building or residence shall be located closer than 45 feet to the front and rear property line and 20 feet to the side line. No improvements shall be erected or constructed within 25 feet of side property lines adjacent to streets except for fences. Every dwelling erected on any tract shall front on and present a good frontage appearance to the street. On corner tracts, dwelling must present a good frontage to both streets. In the event any property owner owns more than one contiguous tract, said property owned by said property owner shall be considered to be one tract for the purpose of determining the building set back lines.
11. All areas for parking shall be of concrete, asphalt or gravel construction. Driveways may be of limestone or equivalent material. Any exception to this must be approved in writing by Dedicator.
12. The owner of a tract may occupy a mobile home with written permission obtained prior to the placement of mobile home on said tract with the following restrictions:
  - A. Mobile home placement must have written approval of Dedicator prior to placement on property.
  - B. All mobile homes shall contain at least 600 square feet of living area, and shall not be older than ten years old.
  - C. All mobile homes shall be of good repair and attractive design and appearance, and built by a commercial manufacturer. No mobile homes may be constructed or added to on the premises without written consent.
  - D. All mobile homes shall meet the building, electrical, wiring, health and safety requirements of the National Mobile Home Manufacturers Association.
  - E. Prior to occupancy, mobile homes must be properly blocked with cement blocks of solid construction and anchored.
  - F. All porches and steps must be approved by Dedicator.
  - G. Unless authorized in writing by Dedicator, only one mobile shall be placed or maintained on any single tract; however nothing herein shall prohibit double wides, expando mobile homes designed for connection on location, or additional rooms.
  - H. All mobile homes shall be under skirted with acceptable materials and properly anchored, both box and frame, within 45 days after occupancy.
  - I. All out-buildings must be approved by Dedicator.
  - J. No fence shall be constructed nearer than 25' to a road or highway.
  - K. A porch constructed of treated lumber shall be built and installed at front entrance on or before 45 days after moving mobile home onto property.
13. All utilities, water lines, and drainage facilities supplying or serving a tract shall be located within the streets or easements as reserved.

502-01-1944

- 14. No tract shall be used or maintained as a dumping ground for rubbish or any other material. Trash, garbage or other waste shall not be kept except in sanitary containers. The owners or occupants of any tract shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner, and shall in no event use any tract for storage of material, trucks, trailers, or equipment except for normal residential requirements, nor have any but vehicles that have current legal licenses, current inspection stickers, or permit the accumulation of garbage, trash, or rubbish of any kind thereon. In the event of default on the part of the owner or occupants of any tract in observing any of the above requirements, the undersigned, their heirs, successors, or assigns may, without liability to the owner or occupant, trespass or otherwise enter upon said tract, cut or cause to be removed such weeds and grass, and remove or cause to be removed such garbage, trash, rubbish, material, trucks, trailers, equipment, etc., so as to place said tract in a neat, attractive, healthful, and sanitary condition, and may bill either the owner or occupant, as the case may be, for the cost of such work. The owner or occupant agrees to pay such statement immediately upon receipt thereof.
- 15. There shall be no radio or TV tower, or any other kind of outdoor tower or antenna more than twenty (20) feet higher than the normal roof apex of the residence on such tract.
- 16. Bridges or culverts constructed over property line ditches shall be constructed over concrete pipe or steel of a size and quality not less than 18" (inches) in diameter or such larger dimension as may be required to provide adequate drainage.
- 17. No building or structure shall be occupied or used until the exterior thereof is completely finished. No basement, tent, shack, garage, barn or other out building erected on any of said tracts shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, unless approved in writing by Dedicator.
- 18. No outside privies or toilets shall be permitted on any tract. All toilets shall be inside the houses and shall be connected to a sewage disposal system or a septic tank prior to occupancy, all at the expense of the owner of the tract. Any septic tanks shall have field lines and shall be constructed and maintained in accordance with the requirements of the Health Departments of all governmental agencies having jurisdiction over this land.
- 19. No noxious or offensive, unlawful or immoral activity shall be carried on upon any tract, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.
- 20. No exotic animals, hogs, guineaas, or peacocks shall be allowed.
- 21. Poultry may be kept, not to exceed 20 fowl; horses and cattle may be kept, but limited to one (1) per acre. Household pets may be kept, but no more than five (5) each of dogs and cats may be kept at any residence, except with written permission of Dedicator of his nominee.
- 22. No advertising or sign shall be erected on any tract without written approval of Dedicator by the undersigned, their heirs, successors, or assigns other than name and street number sign, and individual "For Sale" signs.
- 23. No removal of trees and no excavation of materials for other than landscaping or construction of buildings or driveways will be permitted without written permission of Dedicator or his nominee.
- 24. No further subdivision of a tract in subject subdivisions may be made, unless approved in writing by Dedicator.
- 25. All tracts are sold subject to roadway easements and easements for public utilities as may be already existing, or as may become reasonably necessary to create in the future, right to do so being hereby reserved, so as to permit good development of Kickapoo Headquas and provided the necessary utilities.
- 26. No boats, trailers, trucks, tractors, cars, or wagons shall be parked or placed, except temporarily, on any road, nor between any residence and the road.
- 27. Any clotheslines constructed on a tract shall be placed at the rear of the house, not in the front or sides.
- 28. In the event of any foreclosure, Lienholder, its successors or assigns, shall acquire all of the rights of Dedicator as to the property foreclosed on.

FILED  
 94 DEC -6 AM 11:48  
*Beverly B. Kaufman*  
 COUNTY CLERK  
 HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY DECLARED UNLAWFUL UNDER FEDERAL LAW  
 THE STATE OF TEXAS  
 COUNTY OF HARRIS  
 I hereby certify that this instrument was FILED in File Number  
 \_\_\_\_\_ on the date and at the time stamped hereon by me, and was  
 duly RECORDED in the Official Public Records of Real Property of  
 Harris County, Texas on

DEC 6 1994



*Beverly B. Kaufman*  
 COUNTY CLERK  
 HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM  
 AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.