

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

STATE OF TEXAS

COUNTY OF WALLER

KNOW ALL MEN BY THESE PRESENTS:

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

APPLICABLE TO 50.968 ACRES OF LAND LOCATED IN

WALLER COUNTY, TEXAS

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (THE "Restrictions") is made by James C. and Melissa J. Henderson ("Developer")

WHEREAS, Developer is the owner of 50.968 acres of land which has been surveyed in 3 separate tracts, all referred to herein as the "50.968 Acres" (the 50.968 Acres being more particularly described in EXHIBIT "A" stitched hereto and made a part hereof for all intents and purposes and each of the tracts being described in EXHIBIT "A-1" attached hereto and made a part hereof for all intents and purposes.

WHEREAS, Developer desires to impose upon the 50.968 Acres the covenants, conditions, and restrictions herein set forth.

NOW, THEREFORE, Developer hereby declares that the 50.968 Acres shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the land, and which shall be binding on all parties having any right, title, or interest in the 50.968 Acres or any part thereof, their respective heirs, personal representatives, successors, and assigns, and shall inure to the benefits of each owner thereof, and the Developer.

ARTICLE 1

DEFINITIONS

Section 1. "Owner" or "Owners" shall mean and refer to the record owner(s) of a fee

simple title to any Parcel out of the 50.968 Acres, but excluding those having such interest merely as security for the performance of obligation.

Section 2. "Parcel" shall mean and refer to any separate parcel which is a part of the 50.968 Acres, including those tracts described in EXHIBIT "A-1". "Parcels shall mean more than one Parcel. Any restrictions set out herein applicable to the use of or applicable in any other manner to the 50.968 Acres shall also be applicable to each Parcel in the same manner.

Section 3. "Developer" shall mean and refer to James C. and Melissa J. Henderson.

ARTICLE II

USE RESRICTIONS AND CONSTRUCTION OF IMPROVEMENTS

Section 1. USE RESTRICTIONS.

- 1.01 Single-Family Residence. Each Parcel shall be used only for single-family residential purposes and/or for agricultural or wildlife use, unless otherwise provided for herein.
- 1.02 Commercial Activity. No retail, industrial, manufacturing, business, multifamily, office building, or mixed use commercial activity is permitted on any Parcel, other than a home-based business as provided for below. Noxious or offensive activities of any sort, including loud noises or anything done on any Parcel that may be or become an annoyance or a nuisance to the neighboring Parcels, shall not be permitted.
- 1.03 Home Based Business. Businesses and business activities not specifically excluded elsewhere in this instrument which involve use of office space in either residence, garage or other building and which involve direct internet sales are permitted. Home-based businesses are not permitted to have deliveries from or to the business using semi- trucks.
- 1.04 Signs on the 50.968 Acres. Signs on the 50.968 Acres or any Parcel which is part of the same are prohibited, with the following exceptions.

Signs advertising the banks and construction companies involved in the construction of improvements are allowed during the construction phase. Signs shall be removed within two (2) months of completion of the construction. Signs advertising a property for sale or lease are also permissible. No more than three signs shall be installed on a property at any single point in time.

- 1.05 Non-Residential Structures. None of the following structures may be used as a residence at any time: structures of a temporary character, mobile home, trailer, tent, shack, garage or other outbuildings. Non-residential structures may be used as building offices and for related purposes during the construction period and shall not be constructed, placed, or installed more than thirty days prior to beginning construction on the main residence. The non-residential structures may not be used as living quarters and the length of time to be used for construction purposes only shall not exceed 24 months.
- 1.06 Multi-Family Residence. No apartments, duplexes, or other buildings used for Multi-family residential purposes may be constructed on the 50.968 Acres.

Section 2 Construction of Improvements.

- 2.01 Main Residence. The main residence shall be a single-family residential dwelling. Other structures may include guest houses, servant quarters, barns and sheds. The main residence shall contain at least 2500 square feet of floor space, excluding open porches and garages, both attached and unattached. No more than one main residence may be located on each Parcel.
- 2.02 Septic Systems and Water Wells. Prior to occupancy of a home, or any livable building, each Parcel owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for the same as established by applicable law, including the laws of the State of Texas and the rules and regulations of Waller County, Texas. If such septic systems complies with such specifications but still emits foul or noxious odors or unsafe liquid onto streets, ditches, or adjoining Parcels, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.
- 2.03 Roofs. Roofing material for all buildings (including garage, guest quarters, and all outbuildings) shall be new or designed and manufactured specifically for roofs. Metal roofs not treated to prevent rust are prohibited on buildings.
- 2.04 Propane Tanks. If propane tanks are installed, they must be installed behind the front line of the main residence and shall be obstructed from view from any public road adjacent to the Parcel through the use of shrubbery or fencing made of wood or masonry. Underground installation is permissible anywhere on the Parcel that is not within a required setback.
- 2.05 Manufactured Housing. Manufactured and/or modular homes may not be located on any parcel. Recreational vehicles, including motor homes and travel trailers are permitted as long as they are used for occasional use, but may not

be used as a primary residence. Recreational vehicles may be used for residence during construction for a period of one year. All recreational vehicles are to be stored behind the front line of the main residence.

2.06 House moved to 50.968 Acres. Existing houses or barns may not be moved on to any part of the 50.968 Acres.

2.07 Exterior Materials. The exterior materials of the main residential structure and any attached garage, guest houses, and servants' quarters shall be constructed of masonry (including brick and rock), stucco, log, hardi plank, cedar, or other wood siding.

Section 3. Locations of Improvements on the Parcel. No building or other improvements shall be located on any parcel with fifty feet (50') of a public road adjacent to the parcel and twenty feet (20') to any side property line.

Section 4. Storage of Automobiles, Boats, Trailers and Other Vehicles. No abandoned vehicles, boats, or trailers shall be stored on the parcels. Personal boats, trailers and RV's in working condition may be stored on the parcels behind the front line of the main residence.

Section 5. Agricultural Use. For purposes of these restrictions, the terms 'agricultural use" shall be limited as follows:

5.01 Commercial Livestock. Raising of livestock shall be permitted: however, feed lot operations are prohibited. Livestock shall be limited to one and one half (1 ½) animal units per one (1) acre, excluding household pets raised and housed within the residence. Raising of swine, other than for FFA, 4-H and other similar-type projects, is strictly prohibited. Raising of poultry, other than for reasonable personal use or FFA, 4-H, and other similar-type projects, is strictly prohibited. Any animal and their un-weaned offspring shall be deemed and considered to be a single animal unit.

5.02 Non Commercial Livestock, Poultry and Pets. Rabbits, poultry, dogs and other livestock raised for non-commercial purposes, including 4-H, FFA, and other vocational agricultural projects and for personal use, shall be allowed only if judiciously maintained within the Parcel and refrained from crossing on to and adjacent Parcel.

5.03 Crops. Raising of crops is permitted.

Sections 6. Noxious and Dangerous Activities. Any activities that may endanger the health or unreasonably disturb the peaceful enjoyment of other owners adjoining land are prohibited. No toxic chemicals are permitted on the 50.968 Acres, except for

reasonable residential purposes.

Section 7. Mowing. Each Parcel owner is responsible for shredding the grass on his/her Parcel a minimum of twice a year.

Section 8. Dumping. No tract shall be used or maintained as a dumping ground for rubbish or junk. No garbage, trash, ashes or other refuse of any kind may be dumped or thrown on any Parcel. All trash shall be stored in appropriate sanitation containers.

ARTICLE III

GENERAL PROVISIONS

Section 1. Enforcement. All restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration shall run with the 50.968 Acres. Any Owner or Developer, shall have the right to enforce all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration. Failure by the Owners or the Developer to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Owners or Developer may recover reasonable attorney's fees and court cost incurred in the effort to enforce deed restrictions. After 75% of the Parcels have been sold by the Developer, the enforcement of all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration shall be the sole responsibility of the Owners, and the Developer may only enforce as an Owner.

Section 2. Term-Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded ("Initial Term"). At the end of the Initial Term and any successive extension thereof, these restrictions will be extended automatically for successive periods of ten (10) years each, unless terminated prior to the end of the term by filing in the Official Public Records of Waller County, Texas an instrument signed by those Owners of at least seventy-five (75%) of the Parcels. This Declaration may be amended by an instrument signed by those Owners of not less than seventy five percent (75%) of the Parcels.

Section 3. Lienholders. The lienholders join herein solely for the purpose of subordinating the liens held by it of recorded up the 50.968 Acres to the covenants, conditions, and restrictions contained herein.

IN WITNESS WHEREOF, the undersigned Developer has executed this Declaration the _____ day of _____, 2017.

Developer:

James C. Henderson
STATE OF TEXAS

Melissa J. Henderson

COUNTY OF WALLER

This instrument was acknowledged before me on the _____ day of _____, 2017 by _____

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF WALLER

This instrument was acknowledged before me on the _____ day of _____, 2017 by _____

Notary Public, State of Texas