

60111

KNOW ALL MEN BY THESE PRESENTS

DEED RECORDS
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That we, WALLER COUNTY LAND CO. (A Texas Corporation), being the legal owner of all of the property which has been platted and subdivided as WALNUT BEND, in Waller County, Texas, according to the plat of said subdivision duly recorded in Volume 201 Pages 149-160 of Map Records in Waller County, Texas, in order to provide for the development of said subdivision in a uniform, attractive and inviting manner, to 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, 1992, 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 who shall hereafter acquire property in WALNUT BEND, 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 restriction, covenant or condition, or to recover damages or any dues for such violation. Invalidation of any one of the following conditions, covenants or restrictions by judgment 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 WALNUT BEND shall be as follows, To-wit:

In order to insure uniformity and character of development, maintain exclusiveness for residential purposes and carry out a general plan for the protection, benefit and use of each and every lot owner, the following restrictive covenants are imposed on all lots except those shown on the plat as being reserved for commercial purposes.

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 900 square feet, exclusive of porches, terraces,

carport etc. and no home or dwelling shall be built nearer than 50 feet to the front lot line, 10 feet to the side lot lines and 50 feet to the back lot line, all (utility buildings, sheds, etc. are to be erected to the rear of each lot.

GENERAL

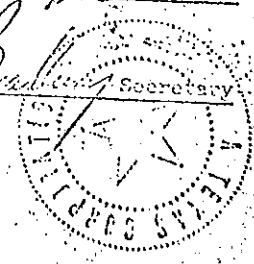
2. Every structure to be erected on said lot shall contain permanent materials, with pleasing exterior and shall receive at least two coats of paint at time of construction, unless otherwise approved. No structure shall have tar paper, aluminum, corrugated iron, roll brick siding, or any similar materials on the exterior of 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 or leak out in road ditches or open ditches or gullies.
4. No trash, garbage or other objectionable matter shall ever accumulate, or be stored or deposited on said premises, but should be burned or hauled away.
5. No animals shall be kept or maintained on any lot containing less than one acre, 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 into less than one acre in size.
7. No excessive amount of large trees are to be removed until lot is 50% paid for.

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

SELLER herein reserves the right to add to or change in whole or in part the above restrictions in any manner that, in his opinion, would be of benefit to the said subdivision.

WALLER COUNTY LAND CO:

Earl Hays President
attn: [Signature] Secretary



STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, the undersigned authorities of WALLER COUNTY LAND CO. on this day personally appeared _____ and _____ known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to be that