

DEED RECORDS

VOL 322 PAGE 749

116522

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WALLER X

THAT WHEREAS, MALCOLM A. GOODMAN of Harris County, Texas and BENJAMIN M. GOODMAN of Orleans Parish, Louisiana, hereinafter called the Declarants, are the owners of all that certain real property located in Waller County, Texas, described as follows:

A certain 27.685 acres tract of land situated in the Owen Wingfield Survey, Abstract 269, Waller County, Texas, said 27.685 acres tract of land being out of the N.W. corner of a certain 50.232 acres tract of land described in Deed dated February 4, 1975 from George Izard and wife, Vera Izard and Ima N. Izard to Malcolm A. Goodman and Benjamin M. Goodman, as recorded in Volume 255, Page 154 of the Deed Records of Waller County, Texas, said 27.685 acres tract of land being Section 1, of the Georgewood Subdivision and is described as follows:

BEGINNING at an iron pipe found at the N.W. corner of the said 50.232 acres tract of land for the N.W. corner of this tract;
THENCE; North $39^{\circ} 08'$ East along the North line of the said 50.232 acres tract, 692.94 feet to iron pipe set for the N.E. corner of this tract;
THENCE; South along the upper East line of this Tract, 1152.39 feet to an iron pipe set for an interior corner of this tract;
THENCE; East along the lower North line of this tract, 88.40 feet to iron pipe set for the lower N.E. corner of this tract;
THENCE; South along the lower East line of this tract, 526.87 feet to iron pipe set in the North line of Howell road for the S.E. corner of this tract;
THENCE; South $88^{\circ} 03'$ West along said North line, 768.90 feet to iron pipe found set at the S.W. fence corner of the said 50.232 acres tract of land;
THENCE; North $0^{\circ} 26'$ West along the West line of the said 50.232 acres tract, 1695.0 feet to the POINT OF BEGINNING containing 27.685 acres of land.

WHEREAS, the Declarants will convey the above described property, subject to certain protective covenants, conditions, restrictions, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above 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 run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

Owner

1.01. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot as hereinafter defined, including all contract sellers of any lot.

Property

1.02. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought under this Declaration or a like Declaration by Declarants, but Declarants shall have no obligation to add any other property to this or a like Declaration.

DEED RECORDS

VOL. 322, PAGE 151

Lot

1.03. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume 285, at Page 372, of the Deed Records of GEORGEWOOD, SECTION ONE, Waller County, Texas.

Declarants

1.04. "Declarants" shall mean and refer to MALCOLM A GOODMAN and BENJAMIN M. GOODMAN, their heirs, personal representatives, successors and assigns.

ARTICLE TWO

USE RESTRICTIONS

Type of Uses and Subdividing Prohibited

2.01. No Lot shall or may be sold for manufacturing, industrial or commercial purposes, except for the raising and sale of agricultural crops and for the grazing, raising and/or selling of horses and cattle and as permitted under 2.02. Each owner, other than Declarants, shall erect fences of sufficient strength on such Owner's lot lines to corral and maintain all cattle and horses within such Owner's lot. No lot shall be partitioned in kind or resubdivided and each lot shall be sold, conveyed, transferred, held, and owned as a distinct and indivisible tract.

Permitted Uses

2.02. In addition to limited commercial uses in 2.01 above, all lots may be used for residential, professional and commercial purposes but the professional and commercial uses thereof must be in conjunction with the residential use of the lot and provided further that no commercial poultry raising or hog farming shall ever be maintained on any Lot.

Easements

2.03. Easements for the installation and maintenance of utilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

Noxious or Offensive Activities Prohibited

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

Prohibited Residential Uses

2.05. No structure of a temporary character, trailer, mobile home (except as hereinafter provided), basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a permanent residence. Permanent residence is herein defined to mean a continuous use for any purpose and in any manner for a period of time, in excess of thirty (30) days. Provided same is used as a permanent residence, one mobile home may be used on any one lot provided further that the mobile home must (1) contain a minimum of 750 square feet of living area under its original roof (2) be skirted on all four (4) sides and (3) be the only mobile home on that lot. No more than one (1) mobile home, according to the foregoing, shall be placed on any one (1) lot.

Signs

2.06. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarants and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

Oil Development Prohibited

2.07. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designated for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash and Garbage

2.08. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

Animals

2.09. Except as provided in Section 2.01 and in this provision, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Trucks, Buses and Trailers

2.10. No truck, bus, tractor, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity.

ARTICLE THREE

EASEMENTS

Reservation of Easements

3.01. All easements for the installation and maintenance of utilities are reserved as shown on the plat of GEORGEWOOD, SECTION ONE recorded in Volume 285, at Page 872 of the Deed Records of Waller County, Texas. No shrubbery, improvement or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

ARTICLE FOUR

DEED RECORDS

LIENHOLDER SUBORDINATION

VOL 322 PAGE 753

4.01. We, GEORGE IZARD and wife, VERA IZARD, owners and holders of liens against the Property, being a Vendor's Lien retained in General Warranty Deed dated February 4, 1975, recorded in Volume 255, Page 154, of the Deed Records of Waller County, Texas and by a Deed of Trust to H. D. VOORHEES, Trustee, recorded in Volume 60, Page 122 of the Deed of Trust Records of Waller County, Texas, do hereby in all things subordinate said liens to this Declaration of Covenants, Conditions and Restrictions and do hereby confirm that we are the present owners of said liens and have not assigned same or any part thereof and agree and consent to this Declaration.

ARTICLE FIVE

GENERAL PROVISIONS

Enforcement

5.01. The Declarants, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

5.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Duration and Amendment

5.03. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarants or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of fifteen (15) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first fifteen (15) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Waller County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED by the said Declarants, this 14th day of April, 1978.

DECLARANTS:

Malcolm A. Goodman
MALCOLM A. GOODMAN

Benjamin M. Goodman
BENJAMIN M. GOODMAN

LIENHOLDERS:

George Izard
GEORGE IZARD

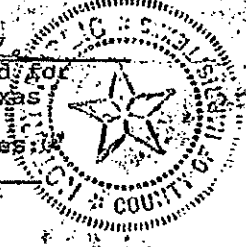
Vera Izard
VERA IZARD

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared MALCOLM A. GOODMAN, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14 day of April, 1978.

Linda B. Poole
Notary Public in and for
Harris County, Texas
Linda B. Poole
My commission expires:
September 22, 1979



THE STATE OF LOUISIANA X
PARISH OF ORLEANS X

BEFORE ME, the undersigned authority, on this day personally appeared BENJAMIN M. GOODMAN, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of April, 1978.

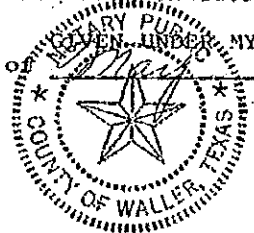
A.R.O'Dwyer, Jr.
Notary Public in and for
Parish of Orleans,
Louisiana
A.R.O'Dwyer, Jr.
My commission expires:
AT DEATH

THE STATE OF TEXAS X
COUNTY OF WALLER X

DEED RECORDS
VOL. 322 PAGE 155

BEFORE ME, the undersigned authority, on this day personally appeared GEORGE IZARD, 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 purposes and consideration therein expressed.

day of March, 1978. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th

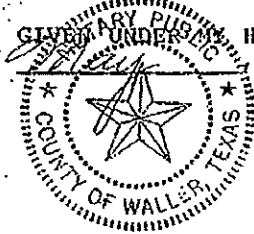


Dorothy Jackson
Notary Public in and for
Waller County, Texas
Dorothy Jackson
My commission expires:
Nov. 1, 1978

THE STATE OF TEXAS X
COUNTY OF WALLER X

BEFORE ME, the undersigned authority, on this day personally appeared VERA IZARD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

day of March, 1978. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th



Dorothy Jackson
Notary Public in and for
Waller County, Texas
Dorothy Jackson
My commission expires:
Nov. 1, 1978

-6-

Filed for Record Mar. 16, A.D., 1981 2:00 o'clock P. M.
Recorded Mar. 18, A.D., 1981 11:40 o'clock A. M.

ELVA D. MATHIS, County Clerk, Waller County, Texas
By Bonnie Ryzmikiewicz Deputy