

12.

142-94-2038

KNOW ALL MEN BY THESE PRESENTS:

Also comes now HOLLIS G. PATRICK of Harris County, Texas and desiring to cooperate in a uniform plan for the development of said thirty acre tract joins said Developer in adopting and imposing the following declarations, reservations, protective covenants, limitations and conveyance on the tract of approximately one acre he has acquired out of said thirty acres and agrees that any and all transfers or conveyance of said one acre tract shall be subject to the following restrictions:

142-94-2039

DEED RESTRICTIONS

HIGH MEADOW FARMS

In order to insure to all purchasers in the above described subdivision that all properties therein will be developed and maintained in a uniform manner in which all owners may take pride, the following conditions, restrictions and covenants have been promulgated, the same to be covenants running with the land and shall be binding upon all the tracts and purchasers of land in said subdivision, save and except tracts 1, 2, 29, and 30. Each purchaser agrees to observe these conditions and restrictive covenants as follows:

1. The conditions and restrictive covenants shall be binding upon the land and the purchasers thereof unless changed in accordance with the law.

2. All the lots except numbers 1, 2, 29 and 30 shall be used for residential purposes only. No noxious or offensive trades or activities shall be carried on on any of the lots or tracts in this subdivision, nor shall anything be done thereon which will cause a nuisance to the residents in the area. No lot or tract shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the laws of the local, state or federal governments. No hogs are to be raised upon the property and other animals shall be so raised as not to cause excessive odors.

3. No residence shall be built or maintained over an area of less than 1,000 square feet of living area, exclusive of garages and open porches. Residences shall be built at least 30 feet from the road right-of-way. The exterior of the residence shall be finished and if of a material other than brick, stone, asbestos or material not commonly decorated or painted, shall be painted with at least two coats of paint. Only one residence shall be built on each tract.

Temporary buildings shall be built at least 100 feet from the road right-of-way lines and shall contain not less than 280 square feet of floor space and shall have at least two coats of paint unless constructed of brick, rock, asbestos, or other finished product. No tent, basement, shack or barn or other out-buildings shall at any time be used as a residence, either temporarily or permanently.

4. No billboards shall be erected or maintained on any of the property with the exception of tracts 1, 2, 29 and 30.

Whenever a residence is established on any tract it shall provide an inside toilet and shall be connected with a septic tank until such time as sanitary sewers may be available for use in connection with such tract. No cess-pool shall ever be dug, used or maintained on any parcel of land in this subdivision and drainage of septic tanks or sewerage into roads, streets, alleys, ditches, ravines, or upon the open ground shall be prohibited and enforceable as any other violation of these restrictions by any resident in the subdivision or by public body. The purchaser of a parcel of land in the subdivision shall upon constructing any residence upon his tract, or any person making use of his tract of land, shall place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property and shall fill in sufficient dirt over and around same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch.

5. All tracts are sold subject to easements for public utilities as may be already existing, or as may become reasonably necessary for the Sellers to create in the future so as to permit good development of the subdivision and provide the necessary utilities.

142-94-2041

6. If the parties hereto or any one of the Purchasers in this subdivision, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, the Sellers or any owner in the subdivision shall have the right to prosecute any proceedings, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person, or persons, from so doing or to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any Judgment or Court Order shall in no wise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.

FILED
OCT 29 10 33 AM 1979
COUNTY CLERK
HARRIS COUNTY, TEXAS

Joseph Tamasy

Warren Y. Pennington

Robert E. Pennington, Jr.

Hollis G. Patrick

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

STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared JOSEPH TAMASY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 1st day of October, 1979.

Joyce Stevens
Notary Public, Harris County, Texas

My Commission Expires: March 31, 1981

JOYCE STEVENS
Notary Public in and for Harris County, Texas
My Commission Expires 3/31/81

STATE OF TEXAS)

COUNTY OF HARRIS)

142-94-2042

BEFORE ME, the undersigned authority, on this day personally appeared WARREN Y. PENNINGTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 26th day of September, 1979.

Ruth A. Dougherty
Notary Public, Harris County, Texas
RUTH A. DOUGHERTY

My Commission Expires: August 31, 1980.

STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT E. PENNINGTON, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 26th day of September, 1979.

Bonnie L. Spraberry
Notary Public, Harris County, Texas

My Commission Expires: 3-31-81

BONNIE L. SPRABERRY
Notary Public in and for Harris County, Texas
My Commission Expires 3-31-81

STATE OF TEXAS)

COUNTY OF HARRIS)

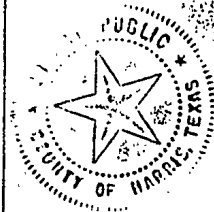
BEFORE ME, the undersigned authority, on this day personally appeared HOLLIS G. PATRICK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 22nd day of October, 1979.

Lynn S. Pearson
Notary Public, Harris County, Texas

My Commission Expires: 12/12/80

Lynn S. Pearson



Ret. Warren Y. Pennington
P.O. Box 38007
Houston Tex - 77004

142-94-2042