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RESTRICTIONS HIGHMEADOW FARMS THIRTY ACRES 142-94-2038

THE STATE OF TEXAS X

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, WARREN PENNINGTON, ROBERT E. PENNINGTON, JR., AND JOE TAMASY, referred to herein as Developer, all of Harris County, Texas are the owners of all that certain real property situate in Harris County, Texas being twenty-nine acres of a thirty acre tract of land out of the Fred Schwartz 80.12 acre tract of land out of the Thomas Roach Survey, Abstract #668, and the August Robeck Survey, Abstract # 1486, Harris County, Texas and being out of that same 154 acre tract of land described in the deed records, Volume #932, Page 88, Deed Records, Harris County, Texas. The Thirty acre tract referred to above is described as follows:

COMMENCING at a 5/8 inch iron rod marking the Northeast corner of said 80.12 acre tract and the Northwest corner of a 9.49 acre tract out of said 154 acre tract, said 9.49 acre tract being described in deed recorded in Volume 5365, Page 205, Deed Records, Harris County, Texas:

THENCE West 793.69 feet along the North line of said 80.12 acre tract to an iron rod set marking the Northeast corner and PLACE OF BEGINNING of said 30 acre tract;

THENCE South 00° 21' 15" West, 2176.30 ft. to an iron rod set for corner in the North line of Juergen Road;

THENCE North 89° 02' 21" West, 601.90 ft. along the N. line of Juergen Road to the S.W. corner of said 80.12 acre tract;

THENCE North 00° 21' 15" East, 2166.21 ft along a fence line to an axel found marking the Northwest corner of said 80.12 acre tract;

THENCE East along the North line of said 80.12 acre tract to PLACE OF BEGINNING.

The One acre tract which Developers have sold out of the above described Thirty acre tract is described in a deed from Developers to HOLLIS G. PATRICK of Harris County, Texas dated June, 1978 and is also known as Lot #23 of thirty lots of approximately one acre each.

Developer desires to create and carry out a uniform plan for the improvement, development and sale of all the tracts, for the benefit of the present and future owners of said tracts, and for the protection of their property values; and, to that purpose, Developer hereby adopts, establishes: and imposes the following declarations, reservations, protective covenants, limitations, and conveyance of all tracts out of said 29 acres; and each contract or deed which may be hereafter executed with regard to any of said tracts shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

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:

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## 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 promulagated, 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:

- 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.

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.

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.

DET 29 10 33 AH 1979

2.4 Reference

COUNTY CLEMENS
HANNIS COUNTY CLEMENS

Joseph Tamasy
Warren Y. Pennington
Robert E. Pennington, fr.

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, ETG.

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 start day of October ,1979.

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 142-94-2042 COUNTY OF HARRIS ) 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 26 day of September, 1979. Harris Sunty Te 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 20th day of Notary Public, Harris BOWHE L. SPRABERED My Commission Expires: 3-3/-8/\_ Notary Public in and for Harif Codity My Commission Expires. 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. October UNDER MY HAND AND SEAL OF OFFICE, on this the 22 nd day of My Commission Expires: 12//2/80 Lynu S. Pezrson Ret. Warren ytennington P.O. Box 38007 Hoston Tex- 17004

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