

STATE OF TEXAS

COUNTY OF FORT BEND

RESTRICTIVE COVENANTS FOR
PLANTATION VENTURES, INC.

WHEREAS, Plantation Ventures, Inc. is the owner of that certain tract of land described in and attached hereto as Exhibit "A"; and

WHEREAS, it is the desire and intention of the Owner to sell the property and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lands in the tract and the future owners of those lands;

NOW, THEREFORE, Plantation Ventures, Inc. hereby declares that all of the property described above is held and should be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof, for a

period of twenty (20) years from the date of execution of this agreement, and shall be automatically renewed for terms of ten (10) years each successively thereafter unless changed by the vote of two-thirds (2/3) of the owners of lots in said tract.

1. NOTICE. All lot owners agree that they will be bound by the within restrictions and that upon sale of the property they will notify all subsequent purchasers of these restrictions at the time of sale of the property. This agreement by the present owners shall be binding upon their heirs, successors or assigns.

2. LAND USE. All lots shall be a minimum of one acre each and, unless specifically designated otherwise, shall be single family residential lots with not more than one residence of any type constructed on any one lot. No temporary buildings, shacks, tents, mobile homes, modular homes, relocatable or relocated homes shall be placed or maintained on any lot. No person shall erect or permit to be erected on any part of the land any school, church, day-care center, factory of any kind or nature whatsoever, gas station, hotel, motel, boarding house, restaurant, bar or entertainment center, hospital, cemetery, shop, store, clubhouse, trade, business, or use the land in any objectionable manner whatever. No lot may be used for a dumping ground for trash or rubbish. No noxious or offensive activity or any activity which may become an annoyance to the neighborhood shall be carried on on any lot not in any part of the common areas.

3. BUILDING TYPE. No building shall be located nearer to the street than 60 feet on a fronting street, 10 feet on any side line, or 35 feet on any side street.

All houses shall have floor space of not less than 1,500 square feet with interior ceiling heights of not less than 8 feet. This floor space shall be exclusive of one-story open porches, garages, carports, and finished basements, and may be modified as follows: 2-story buildings must have not less than 1,600 square feet of floor space on the first floor; split-level buildings must have not less than 1,600 square feet on the two lower levels; and story-and-a-half not less than 1,600 square feet on the first level. No building or structure shall exceed 30 feet in height.

Any exposed concrete block or other fabricated masonry block unit must be veneered with brick, natural stone, stucco, or other finishing material. No structure made of corrugated iron or scrap metal shall be allowed.

4. GARAGES. All buildings or residences constructed with garages shall have openings for such structures to the side or to the rear, so that said openings shall not be visible from the street.

All residences must have a minimum of a 2-car carport or garage and no vehicles will be allowed to be parked so

as to be visible from the street for periods of more than twenty-four (24) hours. The term vehicles, as used herein, shall include motor homes, boats, trailers and trucks, in addition to automobiles.

5. MISCELLANEOUS BUILDING REQUIREMENTS. Every residence, as part of the installed equipment, shall contain a disposal unit which will be maintained in functioning condition.

All garbage containers shall be in the ground, or decoratively screened so as not to be visible from the street or adjoining lots.

All solid waste and trash shall be placed at a designated point for pick-up upon notification by either County authority or contract operator. All laundry drying yards shall be constructed so as to be hidden from any view from the street.

6. EASEMENTS. Easements are reserved to Plantation Ventures, Inc., its successors or assigns, for installation and maintenance of utilities and drainage, storm and sanitary sewers over the rear 10 feet of each lot and along a 5 foot strip on each side line, together with the right to cut or fill to a reasonable slope on the boundaries of all public streets or roads in the tract. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of

utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

No owner may obstruct or re-channel the drainage flows after installation of drainage swales, storm sewers or utility easements.

7. LIVESTOCK AND POULTRY. The pasturing, feeding or maintenance of live-stock, animals or poultry of any kind will be limited to the area to the rear of the dwelling on all one to four acre lots. On lots of five acres or more, animals may be pastured over the entire lot, provided any shelter for the animals is at the rear of the lot.

8. SIGNS. No advertising signs, billboards or high and unsightly structures shall be erected or displayed on any lot, except one professional sign of not more than one square foot, or one sign used to advertise the property for sale, of not more than five square feet, or signs used by a builder to advertise the property during the construction and sales period. Violators of this covenant shall be subject to a penalty of stipulated liquidated damages of \$10.00 for each day during which the violation continues. The recovery of such damages shall be available to the owner of any lot or parcel subject

to this covenant by action at law or in equity, except that the violator shall not be required to pay damages to more than one complainant.

9. LOT APPEARANCE. No building or structure on any lot shall be allowed to fall into neglect or disrepair. In the case of fire damaged buildings, they shall be demolished and the debris removed, or repaired or rebuilt within a reasonable time from such event. Failure by the owner to take such action as is necessary to maintain, repair or replace such buildings after ten (10) days' written notice from Plantation Ventures, Inc., its successors, or assigns, shall allow the Corporation to repair or demolish and to charge the costs thereof as a lien against the property, which shall be enforceable by any means available at law or equity.

The owner of each lot shall keep his lot in a neat and attractive condition. Upon failure to do so, Plantation Ventures, Inc., its authorized agents, successors and assigns may, after ten (10) days' written notice to such owner, enter upon the lot for the purpose of mowing lawns, removing dead trees, shrubs or other rubbish therefrom. Upon such action, the owner shall be personally liable for the costs thereof and such costs shall be a permanent lien upon said lot enforceable by Plantation Ventures, Inc. by proceedings at law or equity. All charges for such maintenance on the part of Plantation Ventures, Inc. shall be reasonable. Any work

performed shall be done only between the hours of 7:00 A.M. and 6:00P.M. on any day except Sunday and notice of such as above provided shall be sufficient to allow Plantation Ventures, Inc. or its successors and agents to enter upon said property for the purposes abovesaid without being guilty of trespass.

10. BREACH OF COVENANTS. If anyone bound to observe and comply with these covenants shall violate or attempt to violate a covenant, it shall be lawful for any person owning an interest in any lot subject to these covenants to prosecute any proceedings at law or equity to prevent or recover damages for such violation or attempt, including Plantation Ventures, Inc., its successors and assigns, it being the intention of the restrictions that the remedies set forth herein shall be cumulative, and not restrictive of any other remedies available under law or equity.

11. MISCELLANEOUS PROVISIONS. Invalidation of any one of these covenants by judgment or court order shall in no way affect the other provisions therein.

All zoning regulations applicable to property covered by these covenants shall be observed. If there shall be a conflict between zoning regulations and these covenants, the more restrictive of the two shall apply.

The failure of Plantation Ventures, Inc. to prosecute or insist in any one or more cases upon strict performance of any of the terms shall not be construed as a waiver or

relinquishment in the future of the right of enforcement and the acceptance or performance of anything required to be performed with the knowledge of the breach of any term or condition shall not be a waiver of Plantation Ventures, Inc. of any terms, covenants or parts of any terms or covenants unless expressed in writing and signed by the parties. No waiver may be executed by Plantation Ventures, Inc. or any individual which would materially affect the rights of the other owners in the tract.

As used throughout these restrictions, the name Plantation Ventures, Inc. shall be deemed to include any person or entity succeeding to any interest said corporation may have in said tract, including but not limited to a Property Owners Association should said Association acquire the power to enforce these restrictions.

The above restrictions established this _____ day of _____, 1977, by the undersigned Plantation Ventures, Inc., owner and developer.

PLANTATION VENTURES, INC.

By: _____
L. P. Klamon
President

ATTEST:

By: _____
Jean Zimmerman
Assistant Secretary

MEKEVER ROAD
(VOL. 120, PG. 494, D.P.)

BRISCOE CANAL

275.16'

S89°38'50"E

1375.8'

2203

N 89° 38' 50" W - 9113.76'

PLACE OF BEE
PO, IRON PIPE
NORTHERLY NO
EAST COR. 138
AC TRACT, (VOL
PG. 226, DEED
TRUST)

50°21'12"E

1.434

ACRES

454.0'

TRACT 3

5.737 ACRES

TRACT 2

5.736 AC.

TRACT 4

6.606 AC.

N89°38'50"W

275.16'

275.16'

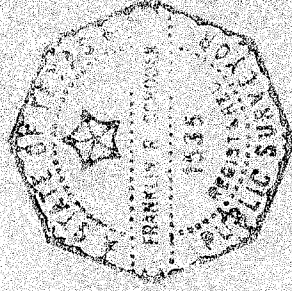
N89°39'40"W

200' STRIP - 18.398 ACRES

200' STRIP - 18,398 ACRES

PLAT SHOWING SURVEY OF A 5.737 ACRE TRACT OF
LAND OUT OF A 100.796 ACRE TRACT, BEING OUT
OF THE SIENNA PLANTATION CALL 1333.908 ACRES,
(MORE OR LESS), (VOL. 248; PG. 226; DEED OF TRUST), THOMAS
BARNETT SURVEY, AB. 7, FORT BEND COUNTY, TEXAS.

I, FRANKLIN R. SCHODEK, A REGISTERED PUBLIC
SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT
IS A TRUE RECORD OF A SURVEY, AS MADE
ON THE GROUND.



1" = 200'
NOTES, IRON
PINE CORNERS

NOVEMBER, 1976

1.434 ACRE RELEASE - AUGUST 10, 1977

SIGNED:

Franklin R. Schodek

OFFICE OF

HENRY STEINKAMP, JR.

CONSULTING ENGINEER

BOX 223, ROSENBERG, TEX. #6751