

RESTRICTIVE COVENANT AGREEMENT

STATE OF TEXAS

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COUNTY OF HARRIS

This Agreement is made of this 12 day of October, 1995, by and among the Parties whose names and mailing addresses are set forth below:

RECITALS

1. Michael Steele is the owner of adjoining lots or tracts described as follows:

Tract #1: BEING 27.64 ACRES OF LAND DESCRIBED IN VOLUME 265, PAGE 480 OF THE DEED RECORDS OF MONTGOMERY COUNTY, TEXAS, AND BEING THAT SAME 27.64 ACRES OF LAND CONVEYED BY DEED DATED MARCH 29, 1982 AND WHICH MAY BE FOUND AT FILE NO. 8213097 AND MICROFILM NO. 124-01-2408 IN THE DEED RECORDS OF THE COUNTY CLERK, MONTGOMERY COUNTY, TEXAS.

Tract #2: BEING 16.4188 ACRES OF LAND SITUATED IN THE JOHN H. EDWARDS SURVEY, ABSTRACT 13, MONTGOMERY COUNTY, TEXAS AND BEING THE RESIDUE OF THAT CERTAIN 17.64 ACRE TRACT CONVEYED TO ARTHUR BRAUTIGAM AND WIFE, SELMA BRAUTIGAM, BY DEED RECORDED IN VOLUME 273, PAGE 323 OF THE DEED RECORDS OF MONTGOMERY COUNTY, TEXAS.

2. Altogether the tracts and any future subdivided portions thereof constitute "the property" that the Parties desire to benefit and to safeguard. The Parties have devised a general plan for the property, with specific provisions for particular parts of the property, namely tract #2, and any future subdivisions thereof. This plan provides a common scheme of development that will protect and safeguard the quality of life enjoyed on the property by all of the Parties and their assigns, and maintain the property's value over time.

3. The common scheme of development will benefit: the Parties, tract #1, tract #2, the property in general, and each successive owner of an interest in a subdivided portion of the property.

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M.S.
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4. Therefore, in furtherance of this mutually agreed general plan of development and in accordance with the doctrines of restrictive covenants and implied general equitable servitudes, the Parties desire to restrict the 16.4188-acre tract #2 (and future subdivided portions thereof) that constitute the property according to these following covenants, conditions, and restrictions:

Restrictions & Covenants

NOW, THEREFORE, in consideration of these mutual promises, covenants, and agreements, including cash consideration, the Parties, as both Covenantors and Covenantees, agree as follows:

5.01 The Parties declare that all of the property is held, and shall be held, conveyed, hypothecated, and encumbered, leased, rented, used, occupied, and improved, SUBJECT TO these covenants, conditions, rights, and restrictions contained in this Restrictive Covenant Agreement. All of these covenants, conditions, and restrictions SHALL RUN WITH THE REAL PROPERTY, and SHALL BE BINDING on all parties having or acquiring any right, title, or interest in any part of the 16.4188-acre tract, and shall be for the benefit of the property, and each owner of any portion of any interest in the property and shall inure to the benefit of, and be binding on, each successor-in-interest of the Parties.

5.02 Tract #2 comprising 16.4188 acres shall be divided into two tracts of 10 and 6.4188 acres with the 10-acre tract being conveyed to Michael Bennett, et ux., through Warranty Deed dated on even date herewith. The 10-acre and the resulting 6.4188-acre subdivision may themselves be divided into no more than two tracts each.

5.03 The future subdividing of the 10-acre tract into two parcels shall not serve to increase or modify the restrictions on the number or type of structures, animals, or other covenants imposed on said 10-acre tract.

5.04 The future subdividing of the 6.4188-acre tract shall not serve to increase or modify the restrictions on the number or type of structures, animals, or other covenants imposed on said 6.4188-acre tract.

6.01 On either the 10-acre or the 6.4188-acre tract, or on any subdivided portion thereof, there shall be no more than one single family dwelling unit or family home of not less than 2,300 square feet. In calculating the 2,300 square foot minimum, carports, garages, and other similar structures shall not be included.

6.02 One guest house having less than 2,300 square feet shall be allowed on each of the 10-acre and the 6.4188-acre tracts, or on a subdivided portion thereof, but only under the following conditions:

MS.
JB.
RTH

- (a) the guest house must substantially conform to the same design and appearance as the main house, and
- (b) the guest house shall not be built or be allowed to remain standing for more than 365 days without the existence of a single family unit which complies with this Restrictive Covenant Agreement.

6.03 Any single family dwelling or guest house must have a brick veneer of at least 51% in area coverage, excluding caves; or, in the alternative, a log house is an acceptable substitute for brick. A log home is one in which the curvature of the unpainted trunk of the tree is readily visible from both a substantial portion of the outside and from some substantial portion of the interior of the single family dwelling or guest house. Any exception to this paragraph must be approved, prior to construction, in writing, by the owner or owners of tract #1.

6.04 No structure or home on the property shall be of modular construction. Absolutely no mobile or trailer homes shall be placed on the property other than unoccupied recreational vehicles.

6.05 Outbuildings: Barns, stalls, or similar structures must be of quality construction and must be maintained in good repair at all times. No outbuilding shall be used as living area or living quarters, except for appropriate domestic animals.

6.06. Outbuildings: No barns, stalls, or similar structures shall be constructed on the property until permission is granted by the owner or owners of tract #1. Such permission shall not be unreasonably withheld and any disapproval shall be in good faith. Not less than seven (7) days prior to the start of construction of a barn, stall, or similar structure, notice of the proposed construction shall be forwarded, via certified mail, return receipt requested, to the owner or owners of tract #1. Such notice shall describe the intended project in detail and shall state the earliest date on which construction will begin.

7.01 The following provisions, restrictions, and limitations shall govern the keeping of livestock or other animals on the property or on any subdivided portion of the property:

- (a) No hogs, sows, pigs or swine of any type;
- (b) In the aggregate, on the 10-acre subdivision of tract #2, not more than: (a) 3 horses or (b) 5 cows (5 maximum of horses or cows), and (c) 20 goats, sheep, llamas or similar or exotic animals (other than exotic swine);
- (c) In the aggregate, on the 6.4188-acre subdivision of tract #2, not more than: (a) 3 horses or (b) 3 cows (3 total of horses or cows), and 20 goats, sheep, llamas or similar or exotic animals (other than exotic swine);
- (d) Upon future subdivision of a tract, the owners of each tract may allocate between themselves the number of animals which may be had on their respective tracts or

Handwritten signatures:
J.S.
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parcels.

8.01 On tract #2 of any subdivided portion thereof, no automobiles or other vehicles shall be placed on supports or remain visibly disabled for more than seven contiguous days in any given month, or for more than a total of 10 days in any given month, whether or not it is the same vehicle which appears disabled or on blocks. No repair of any vehicle shall be conducted on tract #2 or any subdivision thereof, except for the repair of vehicles which are owned by the holder of such tract or subdivided portion thereof.

9.01 Greenbelt. Except as expressly stated herein, there shall be a greenbelt of not less than 10 feet in width along the borders of tract tract #2 or any subdivided portion thereof. A greenbelt requires, at a minimum, that no structures, buildings or improvements shall be placed in the greenbelt area; nor shall vegetation be cleared from the greenbelt area. The requirement of a greenbelt shall not apply to the following:

- (a) borders of tracts to the extent that such borders or boundaries adjoin Coe Loop;
- (b) the boundary between the 10-acre tract and the 6.4188-acre tract; and
- (c) contiguous borders or boundaries of tracts which borders or boundaries were created as a result of subdividing either the 10-acre tract or the 6.4188-acre tract.

10.01 No business shall operate from the property or any subdivision thereof, except that a business may be conducted on a tract if there are no exterior indications, including but not limited to, lights, signs, posters, billboards, etc., which might indicate that a business is being conducted thereon.

11.01 Any amendments or changes to this agreement shall be made in writing. Failure of any party to enforce a covenant under this Agreement shall not be deemed a waiver of future performance under this Restrictive Covenant Agreement.

12.01 The Parties covenant and agree that all future conveyances of property subject to this Restrictive Covenant Agreement shall refer to, and shall be made subject to, this Restrictive Covenant Agreement.

13.01 The Parties agree that this Restrictive Covenant Agreement shall be filed with the clerk of the county in which the property is situated.

14.01 No action to enforce this Agreement shall be filed until written notification of (or an attempt to notify) a violation is forwarded, via certified mail, to the owner alleged to be in violation at least 10 days prior to the filing of a suit. In the event that an owner is adjudged in violation of this Agreement, such owner shall be required to pay and shall pay to the owner bringing such action, reasonable attorney's fees and court costs, in addition to any damages

THS.
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105-00-2409

awarded by the court pursuant to TEX. PROP. CODE § 5.006 (Vernon's 1984), as amended.

EXECUTED on this 12 day of October, 1995.

Michael Steele
Michael Steele
15407 Coe Loop
Magnolia, Texas 77355

Michael Bennett
Michael Bennett
23206 Decker Prairie-Rose Hill Road
Magnolia, TX 77355

Janet Bennett
Mrs. Janet Bennett
23206 Decker Prairie-Rose Hill Road
Magnolia, TX 77355

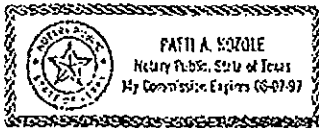
STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public, personally appeared, Michael Steele, Michael Bennett, and wife, Janet Bennett, who being known by me, and whose signatures appear above, stated that they endorsed the foregoing Restrictive Covenant Agreement for and in consideration of the promises therein expressed.

Dated this 12 day of Oct, 1995.



Patti A. Kozle
Notary Public, State Of Texas


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M.S.
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RME

105-00-2410

RETURN FILED COPY TO:

Michael Steele
15407 Coe Loop
Magnolia, TX 77355

FILED FOR RECORD
95 OCT 24 AM 8:08
MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS
 DEPUTY

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the official Public Records of Real Property of
Montgomery County, Texas.

OCT 24 1995




COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

