

06627

COVENANTS AND RESTRICTIONS

STATE OF TEXAS §

COUNTY OF WALKER §

The Ranches on Winters Bayou (the "Subdivision") is comprised of 192.934 acres of land in Walker County, Texas, a part of the Jose Maria de la Garza Grant, Abstract 22, more particularly described on the plat and dedication of such Subdivision, recorded in Volume 2, Page 92, Plat Records of Walker County, Texas.

The Subdivision properties 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 the Subdivision properties, to run with the title to said Subdivision properties and be binding on all parties having any right, title or interest in or to Tract Numbers One (1) to Eleven (11), inclusive, and their heirs, successors and assigns, which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

No tract or tracts in the Subdivision may be subdivided into tracts or parcels of land smaller in size than seven (7) acres, except Tract No. 10 and Tract No. 11 may each be divided into two (2) equal tracts. Each tract may be used for residential purposes only. Only one residence may be erected on each tract or permitted subdivision thereof, not to exceed two (2) stories in height. Any single-story residence must have a ground floor area of not less than 1,400 square feet and two-story residences must not have less than 900 square feet in the first floor. Such minimum areas shall be exclusive of open or screened porches, terraces, patios, driveways, carports and garages. The exterior walls of any residence must consist of either wood, brick, rock, concrete or masonry.

Until six (6) of Tracts One (1) to Eleven (11) have been sold by C. W. Austin, Trustee, an Architectural Control Committee ("ACC") consisting of Charles W. Austin, whose address is 750 Bering Drive, Suite 103, Houston, Texas 77057, and David L. Sheffield, whose address is 503 Shady Lake Drive, New Caney, Texas 77357, shall approve the plans for any residences, building, barn, wall or other structure to be erected or maintained upon any of the Subdivision tracts. Such plans and specifications, reasonably accurate in detail, showing the nature, kind, shape, height, materials and location of any such improvements, shall be submitted to and approved in writing by the ACC. In the event any such plans are submitted and such committee shall fail to approve or reject such plans for the period of twenty-one (21) days following such submission, approval by the ACC shall not be required. As soon as six (6) of Tracts One (1) to Eleven (11)

have been sold by C. W. Austin, Trustee, the new owners shall have the authority to designate and appoint two people to comprise the ACC in substitution for Messrs. Austin and Sheffield. Provided, however, in the absence of such appointments, Austin and Sheffield shall continue to serve.

No residence shall be located on any tract or subdivision thereof nearer than sixty (60') feet from the perimeter boundary of any such tract or subdivision thereof. Garages, barns or storage facilities shall not be located nearer than (i) sixty (60') feet from the Subdivision roads or (ii) thirty (30') feet from such perimeter boundary line; and no garage, barn or storage facility situated on any portion of the most easterly two hundred (200') feet of Tracts 1, 2 and 7 through 11 shall open or face the east lines of such tracts. If the owner of any tract regularly or customarily owns and/or parks more vehicles on any such tract than can be garaged, such owner shall erect an l-shaped screen of wood fencing, ligustrum hedging or similar barrier or screen at least eight (8') feet in height behind which vehicles not garaged shall be parked on a regular basis. All farm equipment, satellite dishes, equipment used by a tract owner or tenant in an off-premises business or other similar personal property not duly and regularly stored in a storage facility or barn shall be similarly screened, to the end that the beauty and harmony of the entire Subdivision may be preserved for the benefit and enjoyment of all the owners thereof.

Fencing of (i) the most easterly line of Tracts 2, 7 and 8; (ii) the most northerly east line of Tract 1 and the southerly north line of Tract 1 (identified as "T5" and "T6" on the Plat of the subdivision); (iii) the most easterly sixty (60) feet of the north line of Tract 2; and (iv) the most easterly sixty (60) feet of the south line of Tract 7 shall be by treated timber left in its natural state or painted white. Any other fencing shall be by five strand barbed wire on cedar or creosote posts which shall be not more than ten (10') feet apart. No so-called "hog" wire shall be permitted on the perimeter boundary of any tract. All tract lines other than as noted above may be fenced by barbed wire or such other fencing as is approved by the ACC.

Easements for the installation and maintenance of utilities and drainage facilities 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 damages done by them or their assigns, agents, employees, servants, to shrubbery, trees, flowers or to other property of the owner situated within such easement.

No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of property in the subdivision. Any fowl on any tract shall be penned not nearer the tract boundaries than is permitted for housing or barns. No more than one horse or cow per acre may be maintained or kept on any tract.

No structure of a temporary character, trailer, mobile home, tent, shack or other outbuilding shall be used on any tract at any time as a residence, either temporarily or permanently.

No signs of any character shall be allowed on any tract, except one sign not more than 5 feet square advertising the property for sale or rent.

No development operations for the production of oil, gas or other minerals of any kind shall be permitted on any tract.

No tract 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 inclinators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition and shall be appropriately screened by bushes or fencing.

No truck, bus, trailer, boat, construction equipment or other facilities shall be left parked overnight on the subdivision roads except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity; and shall not be parked on the driveway or any other portion of the tract in such manner as to be visible from the road.

No professional business or commercial activity to which the general public is invited shall be conducted on any tract.

Any owner of property in the subdivision shall have the right to enforce all restrictions, conditions and reservations provided for herein by any proceeding at law or in equity; and the failure to enforce and covenant or restriction shall in no event be deemed waiver of the right to do so thereafter.

These covenants, conditions and restrictions shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any property in the subdivision and their respective legal representatives, heirs, successors and assigns; and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this

declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of five (5) years. These covenants, conditions and restrictions may be amended during the first twenty-year period by an instrument signed by not less than seventy-five (75%) percent of the owners of properties in the subdivision and, thereafter, by an instrument signed by not less than sixty (60%) percent of such owners. No amendment shall be effective until recorded in the Deed Records of Walker County, Texas, or until the approval of any governmental authority claiming jurisdiction which is required shall have been obtained.

EXECUTED this the 18TH day of DECEMBER, 1990.

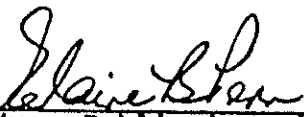

C. W. AUSTIN, TRUSTEE

STATE OF TEXAS §
COUNTY OF HARRIS §

18TH This instrument was acknowledged before me this the DECEMBER day of 1990, by C. W. AUSTIN, TRUSTEE, in the capacity stated.

My Commission Expires:

1-31-93


Notary Public in and for
the State of Texas

Stamped or Printed Name of Notary:

ELAINE B. PENN
Notary Public, State of Texas
My Commission Expires _____

RECORDED

JAN 03 1991

JAMES D. PATTON - County Clerk

FILED FOR RECORD
JAMES D. PATTON
COUNTY CLERK
30 DEC 21 AM 129

WALKER CO. TX
DEPUTY

THE STATE OF TEXAS
COUNTY OF WALKER
I, James D. Patton, County Clerk in and for Walker County, Texas do hereby certify that this instrument was filed for record in the volume and page of the named record and at the time and date as stated hereon by me.



JAMES D. PATTON
WALKER COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS