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THE STATE OF TEXAS

COUNTY OF WALLER

RESERVATION, RESTRICTIONS AND COVENANTS  
 96.38 ACRES OF PETER HARPER SURVEY  
 WALLER COUNTY, TEXAS

WHEREAS, 8 Tracts totaling 96.38 total acres, more or less, located in Waller County, Texas, are known as Tract 7-2 (W-2) Peter Harper A313700 A as recorded in volume \_\_\_\_\_, Page \_\_\_\_\_ of the Deed Records of Waller County, Texas.

Irrell Ward and John Harmer own 12 ACRES O/O 96.38 AC, TR 7-2, A 137, PETER HARPER WALLER COUNTY STAGECOACH ROAD HEMPSTEAD, TEXAS 77445

Annis Smelser and Donna Smelser own 12 ACRES O/O 96.38 AC, TR 7-2, A 137, PETER HARPER WALLER COUNTY STAGECOACH ROAD HEMPSTEAD, TEXAS 77445

Donda Gay Gordon owns 72.38 ACRES O/O 96.38 AC, TR 7-2, A 137, PETER HARPER WALLER COUNTY STAGECOACH ROAD HEMPSTEAD, TEXAS 77445

Granters hereby places the following Reservations, Restrictions and Covenants on the use of the 8 tracts comprising 96.38 acres of W-2 of Peter Harper Survey:

All tracts shall be known and described as tracts of the W-2 as set forth above and no structures shall be erected, altered, placed or permitted to remain on any of the above tracts except as provided herein.

Any structure built on the tracts shall be completed within twelve months after construction is commenced. The purpose of this section is to prevent tract owners from commencing the construction of a building and then not completing such construction to the detriment of the tract and the surrounding tracts.

No dwelling, garage, guest house, barn or other building or structure of any description shall be located nearer than 50 feet from any tract line. Any tract owner who desires to locate such a permanent structure within 50 feet of a boundary line may do so

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All buildings and structures erected on the tracts shall be finished with standard building materials generally used for and outside finish. Building exteriors and roofs will be maintained and kept in good repair, painted, or otherwise maintained as the particular outside finish requires from time to time.

The foregoing provisions shall not relate retroactively to buildings in existence at the date of this instrument. Manufactured or mobile homes or other structures transportable in one or more sections and which are designed to be used as a dwelling with or without a permanent foundation may not be erected on any tract.

No basement, shack, garage, construction trailer, modular, mobile home, or barn, whether temporary in character and design or permanent, may be used as a residence at any time, including during the building of the main single family dwelling residence. No single family dwelling or guesthouse may be occupied until it is completely finished on the outside, and until water, sewage and electricity are installed.

Each tract will have its own well and septic system. The septic system must be constructed as required by the appropriate agency.

Livestock may be kept on individual tracts. No commercial poultry or hog operations may be conducted on any tract. Each tract owner who keeps livestock shall ensure that the property of surrounding tracts is not adversely affected or damaged by any animal, animal wastes, odor or the destruction of natural ground cover in such a manner that it affects the historic flow of water from the tract with livestock to surrounding tracts. Any government regulations concerning the keeping and raising of livestock, however, shall take precedence over these covenants if they are in conflict.

Each tract owner shall ensure that such tract owner's animals are maintained on and confined to such owner's tract, by all necessary fencing or other restraints, at the expense of the animal owner, and not allowed to cross on to the property of the other tract owners.

No signs, buildings or advertising devices of any kind except those used in the sale of property, as by a real estate agent, or sign advertising a home business or occupation on a tract not to exceed 4 feet by 4 feet, shall be erected on any tract. This does not include a sign on a gate or entranceway into the tract setting forth the name of the owner of the tract. Every tract owner will keep his tract of land free of all trash, ashes and other forms of refuse, vehicles that are not running of any description, unused building materials and all other items of personal property.



governmental agencies, will be permitted. There shall be no mining of any kind on any tract. This does not include water wells, which may be drilled consistent with State if Texas regulations in existence when the well is drilled.

2. No tract owner may use his tract in a way that affects tracts around him by reducing the value of those tracts as a result of that tract owner's use of his property. No tract owner can excavate, raise the height of existing grade, or remove ground cover, except as to build a structure, in a manner that will affect the historic flow of the water across the tracts from one property to another. No tract owner may channel water from his property to another tract owner or make any modifications or changes to his property, either as a result of buildings dwelling or other structures or by otherwise using his property in a manner that does affect historic flow. The purpose of this section is to protect all tract owners from damage which is foreseeable and which can be prevented by the use of appropriate engineering experts and good ground conservation techniques.

3. Any owner of any real property interest within W-2 may enforce these restrictions through any proceedings at law or in equity or through any mediation or arbitration that any court may order against any person, be they a tract owner or other individual living on the tract or using the tract, for violating or threatening to violate the restrictions herein stated. Such tract owner or owners who bring the legal action may ask for any relief the court deems appropriate to include, but not limited to, temporary and permanent injunctions, damages suffered by the parties bringing the action for any violation of the covenants stated herein, to themselves, their family, their animals, their tract or their dwelling and structures and for any other relief the court deems appropriate. In such action, the successful party shall be reimbursed all costs and attorney fees. Prior to the filing of any such lawsuit, the party bringing the lawsuit to enforce the Covenants must first notify the other tract owners in writing, by personal service or certified letter, of his concerns with respect to any portions of the Covenants which he believes the tract owner is violating and to list in a general way any damages that the initiating tract owner may now or in the future suffer. If the other tract owner begins to correct the violation within 10 days of the notice, then no legal action shall be filed so long as reasonable efforts to correct are being made. This process must be completed within three months, or legal action may be commenced.

4. Any further subdivision of any tract will not affect these Covenants. These Covenants shall apply to any future tracts, which may be made by dividing any existing tract. If additional tracts are made, then the provisions set forth below for modification of the covenants will be modified to require at least 75% of the homeowners to modify or amend the Covenants.

only after providing all tract owners with certified letters informing them 30 days in advance of the intended changes and the location of the meeting of all interested tract owners to discuss and vote on the changes to discuss and vote on the changes. Any tract owner that cannot attend such meeting may provide a notarized proxy to any individual over the age of 18 to vote his position on the changes.

If any one of these Covenants is determined to be invalid or as modified by any court order, it shall in no way affect the other provisions of these Reservations, Restrictions and Covenants which shall remain in full force and effect.

Any easements of record, as they may affect the boundary or tract lines, will extend the setback set forth above as it affects the building of dwellings or structures within a certain distance of a tract line.

The Covenants are intended to benefit the tract owners and maintain the type and quality of the tracts, their use to the benefit of the individual tract owners, as well as all tract owners as a group.

**Signature Page to Follow**