

H083105 *Leath*

191-95-0865
me

SECTION I
HUNTERS TERRACE
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

17
b THAT WHEREAS, PINE MEADOWS CORPORATION, hereinafter called the Declarant, is the owner of all that certain real property located in Harris County, Texas, described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above 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, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

LAND USE AND BUILDING TYPE

1. Except for property fronting on Katy-Hockley Road 300' or more North of the common boundary with property owned by Hal and Lynn Cardiff and the property fronting on Morton Road, all of which may be used for any commercial purpose, the property described on Exhibit "A" attached hereto and made a part hereof is strictly sold and its use limited to subdivision for residential lots. Only one single family dwelling and its usual accessories shall be permitted on each lot. However, live-in servant's quarters will be permitted (behind the rear elevation of the main residence) which may be occupied only by a member of the family occupying the main residence or by domestic servants employed on the premises. This paragraph shall be interpreted to exclude hospitals, duplex houses, apartment houses, garage apartments for use other than as servant's quarters, multiple family houses of any kind, and all structures of any kind or character designed or used for industrial or commercial purposes.

Held for Pick Up.

LOCATION OF BUILDING ON THE LOT

2. All unattached garages and accessory buildings shall be constructed behind the rear elevation of the main residence. There are dedicated easements for the installation and maintenance of public utilities along all lots as shown on the recorded map of said subdivision. No structure shall be erected or placed on such easements.

ARCHITECTURAL CONTROL

3. No building or improvements of any character shall be erected or placed, or the erection begun, or changes made in the design thereof after original construction, on any lot, until the construction plans and specifications and a plot plan showing the location of the improvements has been submitted to and approved by the Pine Meadows Corporation, P. O. Box 755, Katy, Texas. All residences shall be constructed on a concrete slab foundation, and shall have at least 75% brick or stone covering on the exterior walls. Single story homes shall have a minimum of 1800 square feet of living area. Homes of 1½ and 2 stories shall have a minimum of 2200 square feet of living area.

PROHIBITION OF OFFENSIVE ACTIVITIES

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to the neighborhood. Lawns, shrubs, and trees must be kept well-groomed and neat in appearance. No dumping of garbage, trash, or refuse of any kind or character shall be permitted, either on private or public property. Unused and inoperative automobiles or other discarded vehicles or articles shall not be allowed to remain on lots. No building material shall be stored on any lot, unless it be stored inside a building, except during construction. No fuel oils may be stored on the property at any time except they be in properly marked containers of five gallons or less, and kept inside.

TEMPORARY STRUCTURES

5. No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot as a residence.

SIGNS

6. No sign of any kind shall be displayed to the public view on any of the lots except one sign of not more than 5 square feet to advertise the property for sale or rent. This shall not be interpreted to exclude the use of any sign which the developers of such property may deem necessary in the development of such properties.

ANIMAL HUSBANDRY

7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. No owner may keep or maintain more than 3 dogs or cats on any of the property covered by the restrictions. Dogs and cats less than four months old shall not be covered hereby so long as the owners of the property shall be the owner of the mother animal. All pets must be kept on leash or confined at all times.

SIGHT-LINE SAFETY LIMITATIONS

8. No fence, wall, hedge, shrub, or tree which obstructs sight lines between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines.

DRIVEWAYS

9. Every driveway and driveway approach shall be paved to a width of 10 feet or more with concrete or asphalt. Said driveway shall be completed prior to the occupancy of a residence. In construction of driveways, owner shall first obtain the consent of the City, prior to breaking out any curb, and the curb and gutter shall be repaired by the owner to the specifications of the City where joining the owner's driveway. No obstruction shall be placed in any of the gutters, and owner shall not disturb the elevation and grade on any gutter by the installation of a driveway.

BUILDING ON LOTS REQUIRED

10. In recognition of the fact that vacant lots will constitute a health hazard and a nuisance to other property owners in the addition, the owner of any lots in the subdivision, other than property owned by the developer, shall commence construction of a residence on the property owned by them within 12 months after date such property has been conveyed to them: and residence is to be completed within 12 months after construction commences. If any property is not to be used as provided in this restriction, the developer has the option to repurchase said lot from the owner for the same price said lot is sold to him.

STORAGE OF VEHICLES

11. No automobile, boat trailer, boat, travel trailer, motor home, camper or vehicle of any kind is to be semi-permanently or permanently parked or stored in the public street right-of-way or on driveway. Permanent and semi-permanent storage of such items must be behind the rear elevation of the residence.

OIL AND MINING OPERATIONS

12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. This shall not be interpreted to prohibit enjoyment by Exxon of use of its facilities installed on the property prior to purchase by developer.

MISCELLANEOUS

13. Recognizing the danger of gas water heaters in locations where varied activities may be carried on, installation of gas water heaters in garages is prohibited. Insofar as it is possible, radio and television antennas should be permanently installed in attics, in the interest of a more attractive community. Antennas used in voice communication may be erected on commercially constructed towers erected behind the rear elevation of the residence. Only one such tower may be erected on each lot.

14. A. An underground electric distribution system will be installed which will embrace all lots in the subdivision. The owner of each lot shall, at his own cost, furnish, install, own, and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformer or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own, and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of a meter of such electric company for the residence constructed on such owner's lot. For as long as underground service is maintained in the Underground Residential Subdivision, the electric service to each lot therein shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company will install the underground electric distribution system in the Underground Residential Subdivision upon developer's representation that the Underground Residential Subdivision is being developed for single family dwellings of the usual and customary type, constructed upon the premises, designed to be permanently located upon the lot where originally constructed (such category of dwellings expressly excluded, without limitation, mobile homes and duplexes.) Therefore, should the plans of lot owners in the Underground Residential Subdivision be changed so that dwellings of a different type will be permitted in such subdivision, the company shall not be obligated to provide electric service to a lot where a dwelling of a different type is located unless (a) developer has paid to the company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such subdivision, or (b) the owner of such lot, or the applicant for service, shall pay to the company the sum of One (\$1.75) Dollar per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system over the cost of equivalent overhead facilities to serve such lot, plus the cost of rearranging and adding any electric facilities serving such lot, which rearrangement and/or addition is determined by the company to be necessary.

14. B. Entex, Inc. will install all approach mains and gas distribution mains necessary to furnish dependable natural gas service to each house in Hunters Terrace Subdivision, Section I. Said Entex, Inc. shall commence and pursue to completion, construction of the mains within a reasonable period of time consistent with the orderly development of the subdivision. If each single family dwelling completed in the subdivision contains, as a minimum, both gas water heating and gas central comfort heating appliances, no compensation shall be required from owner for the gas mains. If, however, any house completed in the subdivision does not utilize both gas water heating and gas central comfort heating appliances, then owner shall pay to Company a non-utilization of gas facilities charge of \$300.00. The non-utilization charge is due and payable 30 days following the date of completion of each non-utilizing house in the subdivision and

bears interest at the rate of 10% per annum from the date due. For purposes of this agreement, a house shall be deemed completed upon installation of both comfort heating and water heating appliances.

RIGHTS OF MORTGAGEES

15. Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot at the time of said violation. Nothing contained in these restrictions shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this declaration obtained through sale in satisfaction of any mortgage or deed of trust shall thereafter be held subject to all of the protective restrictions hereof.

ENFORCEMENT

16. If any person subject to the terms hereof shall violate or attempt to violate any of the covenants herein, it shall be lawful for Pine Meadows Corporation or any person or persons owning an interest in any lot to prosecute a proceeding in law or equity against the person or persons violating or attempting to violate any such covenants, and to prevent him or them from doing so, and to recover damages and other dues for such violation where the same are recoverable. The violation of any covenant herein shall never at any time work an estoppel upon any person entitled to claim the benefits of these covenants and restrictions, nor shall the continuance of any violation ever be deemed to have created a waiver of any covenant or restriction contained herein.

AMENDMENT

17. The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded, after which time they may be renewed or amended by an instrument signed by not less than ninety (90%) percent of the lot owners and recorded in the Office of the County Clerk of Harris County, Texas.

EXECUTED by the said Declarant, this 24th day of July,

1981.

PINE MEADOWS CORPORATION

By:

W. C. Stockdick, Jr., President

ATTEST:

Rosanne S. Lopez
Rosanne S. Lopez, Secretary

THE STATE OF TEXAS §
COUNTY OF HARRIS §

191-95-0870

BEFORE ME, the undersigned authority, on this day personally appeared W. C. Stockdick, Jr., President of PINE MEADOWS CORPORATION, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24th day of July, 1981.



Emma Lou Davis
Notary Public in and for the
S T A T E O F T E X A S EMMA LOU DAVIS

UNOFFICIAL COPY

191-95-0871

FIELD NOTES FOR A 10.725 ACRE TRACT LOCATED IN SECTION 80,
BLOCK 2, H. & T.C. R.R. CO. SURVEY A-452 (W.R. SILLS A 1416)
HARRIS COUNTY, TEXAS.

Commencing For Reference: At the Southeast corner of Section 80, said corner being located in the center of the intersection of Morton Road (60-foot right-of-way) and Katy-Hockley Cutoff Road (60-foot right-of-way);

Thence: North $00^{\circ} 00' 16''$ West a distance of 1337.42 feet along the center of Katy-Hockley Road to a corner; also being the Actual Place of Beginning;

Thence: North $00^{\circ} 00' 16''$ West a distance of 315.00 feet to the Northeast corner of this tract;

Thence: South $89^{\circ} 44' 44''$ West a distance of 400.00 feet to a corner;

Thence: North $00^{\circ} 00' 16''$ West a distance of 115.00 feet to a corner;

Thence: South $89^{\circ} 44' 44''$ West a distance of 188.30 feet to a corner;

Thence: South $00^{\circ} 16' 51''$ East a distance of 695.00 feet to a corner;

Thence: South $89^{\circ} 44' 44''$ West a distance of 299.19 feet to a corner;

Thence: South $00^{\circ} 16' 51''$ East a distance of 175.00 feet to a corner;

Thence: North $89^{\circ} 44' 44''$ East a distance of 181.28 feet to a corner;

Thence: South $00^{\circ} 16' 51''$ East a distance of 420.00 feet to a corner;

Thence: North $89^{\circ} 26' 09''$ East a distance of 300.00 feet to a corner;

Thence: North $00^{\circ} 00' 16''$ West a distance of 860.00 feet to a corner;

Thence: North $89^{\circ} 44' 44''$ East a distance of 400.00 feet to the Actual Place of Beginning and containing 10.725 Acres of land.

David Leyendecker, R.P.S.
Texas Registration No. 2085
November 11, 1980

EXHIBIT "A"

191-95-0872

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FILED
AUG 4 11 02 AM 1981
Quita Rodriguez
COUNTY CLERK
HARRIS COUNTY, TEXAS

JOE HEGAR
ATTORNEY-AT-LAW
P. O. BOX 35
KATY, TEXAS 77450

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

AUG - 4 1981



Quita Rodriguez
COUNTY CLERK,
HARRIS COUNTY, TEXAS

JOE HEGAR
ATTORNEY-AT-LAW
P. O. BOX 35
KATY, TEXAS 77450