

613-01-30228

F669343

199-16-0326

ACKNOWLEDGMENT OF RESTRICTIONS

THE STATE OF TEXAS)

COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

Whereas, C.L. Conner, Trustee the owner of all that certain real property known as Amberwood, an unrecorded subdivision, and being 55.47 acres out of the A.R. Bodman Survey, A-141, Harris County, Texas, and being a part of that certain 69.16 acre tract described in deed, recorded under film Code 186-10-0013 of the Deed Records of Harris County, Texas, to which reference is here made for full and particular description of said real property; and

Whereas, C.L. Conner, in its desire to keep the development of said real property for the mutual benefit and pleasure of the Owners in said subdivision, and for the protection of such property values therein, desires to place on and against said property certain protective restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that C.L. Conner, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or land improvements on the lot(s) located in the said 55.47 acre tract being purchased by the undersigned purchaser.

The property above described is subject to the following restrictions and conditions which shall be covenants running with the land for the benefit of this property and the balance of property is said 55.47 acre tract, and shall constitute a general plan for the benefit of all such property and shall be binding on all parties hereto and all persons claiming under them until January 1, 2077.

(1) Whenever the word "restrictions" is used it shall be construed to include conditions, covenants, reservations, easements and/or agreements.

(2) BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot, property or area in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing by C.L. Conner or his designated representative, or such architectural control committee as may be established, as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to the location of the building and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out.

*executed w/
Purch of each lot.

In the event said C.L. Conner or its designated representative or such architectural control committee, fails to approve or disapprove such design and location within thirty days after such plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be delivered in person or by registered letter, addressed to Purchaser's last known address, and with said notice will set forth in detail the elements disapproved and the reason therefor. Such notice need not, however, contain any suggestions as to the methods of correcting the matters and things disapproved. The judgment of the supervising authority or committee shall in all things be final.

- (3) No cesspools shall ever be dug, used or maintained on said property, and whenever a residence is established on said property all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connection with such property. The drainage of septic tanks into any road, street, alley, or other public ditches, either directly or indirectly is strictly prohibited.
- (4) No structures shall be erected, altered, placed or permitted to remain on this land other than detached single family dwellings not to exceed two stories in height and private garages for not more than four cars, and quarters for bonafide servants domiciled with an owner or tenant, except as follows:
 - (a) A second residence will be permitted if to be occupied by servants or members of the family of principal owner. No rent houses will be permitted and the lots shall be single ownership units.
- (5) No noxious or offensive trade or activity shall be carried on upon this property, nor shall anything be done thereon which may be or become annoyance or nuisance such as automobile graveyards, garbage or rubbish dumping ground, oil and mining operation. This land and the public road in front of this land shall be kept free of litter or trash. Firearms practice or use within the aforementioned property is prohibited.
- (6) No trailer, basement, tent, shack, garage, barn, mobile home or other building or outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (7) The ground floor area of the main dwelling structure, exclusive of one-story open porches and garages, shall not be less than 1,600 square feet in the case of a one-story structure; and not less than 2,000 square feet in the case of a one and one-half story or two-story structure including ground and top floor area.

- sign of any kind shall be displayed to the public view on the land except one sign of not more than five square feet advertising the property for sale, or large signs used by a builder to advertise the property during the construction and sale period.
- (9) No hogs, goats, cows or other animals will be allowed on this property other than regular household pets, such as dogs, cats and birds.
- (10) All dwellings must be built of at least 80% brick, stone or other masonry construction unless otherwise approved by the Architectural Control Committee.
- (11) No oil drilling, oil development operations, oil refining, coring or mining operations of any kind shall be permitted upon or in the land conveyed hereby, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the land conveyed hereby. No derrick or other structure design for use in boring for oil or natural gas shall be erected, maintained or permitted upon the land conveyed hereby.
- (12) A failure to observe, perform or comply with any restriction herein set out shall not abrogate the same or render it or any other restriction inoperative, and no such non-observance, non-performance or non-compliance, however long continued however general or prevalent the same may be, shall constitute any defense in any suit or proceeding brought to enforce the compliance with and/or observance and performance of any kind of said restrictions, conditions and provision.
- (13) The violation of any restriction, covenant, condition, easement, reservation and/or agreement set out herein shall not operate to invalidate or impair any mortgage, deed or trust or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants, and conditions herein set forth.
- (14) These restrictions may be amended upon the approval in writing of 100% of the property owners of record at the time of such amendment.
- (15) No dwelling, garage or other structure shall be placed or erected less than 40 feet from the front easement line or less than 20 feet from the side street easement line and not less than (5) feet from an interior lot line.

(1b) No fence shall extend beyond the front building line of any dwelling.

All fencing must be approved in writing by the Architectural Committee prior to construction or installation thereof. 199-16-0329

DATE: 6-17-78

C.L. Conner
C.L. Conner, Trustee, Seller

The undersigned Purchaser hereby acknowledges receipt of the foregoing instrument prior to closing of the purchase of the real property described in such instrument.

B. Wilson
PURCHASER

DATE: _____

Mary A. Wilson
PURCHASER

ACKNOWLEDGMENT OF SELLER

THE STATE OF TEXAS I

COUNTY OF HARRIS I

Before me, the undersigned authority, on this day personally appeared C.L. Conner, Trustee, 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.

Given under my hand and seal of office on this the 14th day of June, A.D. 1978.



T. Blak
Notary Public in and for Harris
County, Texas

Tim Blak My commission expires 9/13/79

ACKNOWLEDGMENT OF PURCHASER

THE STATE OF TEXAS I

COUNTY OF _____ I

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this _____ day of _____, A.D. 19 ____.

Notary Public in and for _____
County, Texas

RETURN TO
GORDON WELLS
200 NORTH HOUSTON AVE
HUMBLE, TEXAS 77338