

029-01-1679

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ACKNOWLEDGEMENT OF RESTRICTIONS

8026404

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

ORIGINAL DIM

REAL PROPERTY RECORDS

WHEREAS, Hubert H. Vestal, is the owner of that certain real property in the Jonathan C. Pitts Survey, A-28, Montgomery County, Texas, known as Northridge III; and,

WHEREAS, Hubert H. Vestal, in his desire to keep the development of said real property for the mutual benefit and pleasure of the Owners, 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 Hubert H. Vestal, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or land improvements on the land 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 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, 1997:

(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 the property until the building plans, specifications and plot plans showing the location of such building have been approved in writing by Hubert H. Vestal 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 and as to location of the building and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out.

In the event said Hubert H. Vestal, or his designated representative or architectural control committee, fails to approve or disapprove such design and location within thirty days after said 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) The following areas are restricted for commercial or residential purposes but not to include manufacturing, mechanic shops, or junk yards, or mobile homes.

(A) A strip of land 250 feet in depth parallel and adjacent to FM 1484 and FM 2432.

(B) A 20 acre tract of land located at the intersection of FM 1484 and FM 2432 having 900 feet of frontage on FM 1484 and 907.39 feet of frontage on FM 2432.

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(5) RESIDENTIAL LOTS

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Except for the unrestricted areas as described in (4) above, all lots in Northridge III shall be known and designated as "residential lots" and shall be used for residential purpose only, being subject to the following restrictions, reservations, protective covenants, limitations and conditions:

- (A) It is understood by the Purchaser that only one house per acre of land may be built on the property.
- (B) No structure 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 bona fide servants domiciled with an owner or tenant, except as follows:
  - (a) Horse barns are permitted if built of new materials and kept painted. No tarpaper or other shack-type structures will be permitted.
  - (b) A second residence will be permitted it to be occupied by servants or members of the family of the principal owner. No rent houses will be permitted and the lots shall be single ownership units.
- (C) No trailer, basement, tent, shack, garage, barn 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, including mobile homes.
- (D) The ground floor area of the main dwelling structure, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet in the case of a one-story structure; and not less than 1,600 square feet in the case of a one and one-half or two-story structure, including ground and top floor areas.
- (E) All dwellings must be built of at least new materials, brick, stone, or other masonry construction. If wood, two (2) coats of good paint or stain is required.
- (F) No 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 sales period.
- (6) 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 an 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 and trash. Firearms practice or use within the aforementioned property is prohibited.
- (7) Regular household pets and poultry for the Owner's benefit and enjoyment are permitted. Farm animals, exclusive of hogs and pigs, are allowed not to exceed one animal per acre. Farm animals and poultry must be maintained under fence.
- (8) This land is known to have large quantities of iron ore gravel. No gravel, sand or other material may be removed from said land until such time as the land is paid in full; then no mining shall be allowed within thirty (30) feet of all property lines.
- (9) A failure to observe, perform or comply with any restrictions 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 or however general or prevalent the same may be, shall constitute any defense in any suit or proceeding brought to enforce the

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compliance with and/or observance and performance of any kind of said restrictions, conditions and provisions.

- (10) Purchaser acknowledges receipt of a copy of the Montgomery County Health Unit evaluation of Northridge Subdivision dated July 27, 1979, executed by Charles Hallmark, R.S., Chief Sanitarian, and is aware that the entire 821 acre area of the subdivision may not all be adequate for subsurface drainage and that acceptable percolation tests will be required on individual lots to install a subsurface sewage disposal system.
- (11) Purchaser acknowledges receipt of a copy of the certification letter prepared by the Administrator, Montgomery County Flood Plain, dated July 17, 1979.
- (12) Purchaser is aware that the subdivision is being recorded in Montgomery County and by his execution hereof agrees to execute all instruments necessary to achieve the recordation of the final plat of said subdivision and that, if purchaser is unavailable to execute said instruments timely to recordation, his execution hereof may be utilized and substituted for the execution of plats, dedications or other instruments related to and necessary for recordation.

DATE: June 6, 1980

Hubert H. Vestal  
HUBERT H. VESTAL

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

[Signature]  
Purchaser

DATE: June 6, 1980  
TRACT 132

\_\_\_\_\_  
Purchaser

ACKNOWLEDGEMENT OF SELLER

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared Hubert H. Vestal, 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.

1980 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6 DAY OF JUNE



W. S. Howard Jr.  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS  
W. S. HOWARD JR.

Notary Public in and for Harris County, Texas  
My Commission Expires December 7, 1981  
Bonded by Alexander Lovett, Lawyers Surety Corp.

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ACKNOWLEDGEMENT OF PURCHASER

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared MAURICE ZAKHEM known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 6 DAY OF June 1980.



*W. S. Howard, Jr.*  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS  
W. S. HOWARD, JR.  
Notary Public in and for Harris County, Texas  
My Commission Expires December 7, 1981  
Bonded by Alexander Lovett, Lawyers Surety Corp.

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 hereon by me, and was duly RECORDED,  
in the official Public Records of Real Property of  
Montgomery County, Texas

AUG 6 1980

*Roy Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

FILED FOR RECORD  
1980 AUG -6 AM 11:39  
*Roy Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

*Return*  
U. S. LAND DEVELOPMENT COMPANY  
505 NORTH BELT, SUITE 101  
HOUSTON, TEXAS 77060