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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration, made on the date hereinafter set forth by William C. McClellan and Patricia A. McClellan, Landowner, and Harris S. Jacobs, Trustee, Lienholder, hereinafter referred to as "Declarant",

WITNESSETH:

Whereas Declarant owns interest as specified above in that certain property in Fort Bend County, Texas, which is more particularly described as:

52.952 acres of land, being the Alma Busch call 52.75 acre tract in the George Fenske Survey, Abstract 590, Fort Bend County, Texas, and being more particularly described by metes and bounds on the attached Exhibit "A" and made a part hereof.

Now, therefore, Declarant hereby declares that all of the properties 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 be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

- a. The property shall be used for single family residential purposes only, and each such residence shall have not less than 1500 square feet under continuous roof.
- b. Any structure placed on such homesite shall be of new construction and the moving or re-erecting of old buildings is expressly forbidden. No structure of a temporary nature such as a trailer, basement, tent, shack, garage, bar, or other out-buildings shall be used as a residence at any time either temporarily or permanently. Mobile homes are herein expressly forbidden.
- c. Such homesites shall not be used for any commercial, trade or business and no noxious or offensive activities shall be carried on, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- d. Domestic livestock such as horse, cow, goat, sheep, etc. as well as dogs, cats and other household pets may be kept provided same are not kept, bred, or maintained for commercial purposes and same do not become an annoyance and nuisance to the neighborhood.
- e. Such homesite shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other wastes on such homesite shall be kept only in sanitary containers. All incinerators, trash, garbage or other waste shall be kept in a clean and sanitary condition and shall be disposed of in such a manner as to not become an annoyance or nuisance to the neighborhood. Inoperative or junk cars are prohibited on this premises. (A car without a current inspection sticker as required by state law shall be considered an inoperative car) The subdivider or his successor or assigns shall have the right to enter the premises for the purpose of cleaning and tidying them and can collect the costs arising therefrom

from the owner of the premises and shall have a lien against the premises to secure payment thereof.

f. The owners or occupants of all tracts shall at all times keep weeds and grass thereon cut in a sanitary, healthful and attractive manner.

g. No single family residences shall be located on a tract in the property having an area less than one and one-half acres.

h. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of state or local public health authority. Approval of such system as installed shall be obtained from such authority.

i. The slab on which all dwellings are built shall be elevated should this be necessary so that such slab will be above the flood plain. The Survey Engineer in consultation with the land owner and the County Engineer shall make this determination.

j. No structure other than a water well pump house shall be permitted between the residence and the road. No fence other than one of a low decorative nature (not exceeding three (3) feet) shall be erected within 100 feet of the centerline of the road.

k. No improvements of any kind shall be erected (or change made in the exterior design thereof after original construction) until the completed plans and specifications and a plot plan showing the location of the structure has been approved by the Architectural Control Committee composed of Dr. Patricia McClellan, Cathy Jones, and Gary Rife, or by any successor, in accordance with the following procedure:

- (a) Submittal of the plans and specifications to the committee;
- (b) Approval by the committee which shall be dated and which shall be effective only for construction commenced within three (3) months after such approval;
- (c) If not approved, such plans and specifications shall be returned marked "disapproved" along with a reasonable statement of the reasons for disapproval;
- (d) If no action is taken on plans and specifications within 30 days after their delivery to the committee, they shall be deemed approved on the 30th day after such delivery.

If any member of the committee is unable or unwilling to serve, the remaining member or members shall appoint sufficient new members to bring the membership to 3.

1. There is hereby established a monthly maintenance charge of Ten (\$10.00) Dollars payable in advance on the 1st day of each month, with the obligation by any owner other than the original owner, William C. McClellan and Patricia A. McClellan, due immediately upon acquisition of ownership. The purpose of the maintenance charge is to create a fund to be known as "The ^{Meadow}rove Street and Ditch Fund."

To secure the payment of the maintenance charge a vendor's lien upon and against each residential lot or parcel is created by this instrument and the title to each lot sold or conveyed by William C. McClellan and Patricia A. McClellan shall be subject to the vendor's lien securing said charge. Said lien is subordinate and inferior to any lien (and renewals and extensions thereof) granted by the owner of said tract to secure the repayment of sums advanced to cover the purchase price for the tract or the cost of any permanent improvements to be placed thereon.

The maintenance charge is to be paid monthly in advance on the first day of each month and shall be payable to William C. McClellan

and Patricia A. McClellan, their heirs and assigns, in Rosenberg, Texas, at such place as may be designated from time to time by the person, firm or corporation entitled to receive same.

Delinquent payments of any maintenance charge on any lot or parcel shall bear interest at the rate of 10% per annum from the date the same became due until paid.

The maintenance charge may be adjusted by William C. McClellan and Patricia A. McClellan their successors and assigns, from year to year as the needs of the property may, in their judgment require.

The funds represented by the collection of this maintenance charge, so far as it may be sufficient, shall be used towards the maintenance of streets and road ditches. Any decision by William C. McClellan and Patricia A. McClellan as to the use of such fund shall be final so long as any expenditure is made in good faith.

The collection of annual maintenance charge shall be under the sole control of William C. McClellan and Patricia A. McClellan or their successors and assigns, until such time as they have sold and conveyed by deeds to the respective purchasers all of the lots or parcels in said subdivision. After the sale of all of the lots or parcels in said subdivision the owners of the lots or parcels by written instrument duly executed by the owners of the majority of the lots or parcels, duly acknowledged, in recordable form by each of said owners and duly recorded in the office of the County Clerk of Fort Bend County, Texas, may create a committee or organization for the purpose of collecting and administering the funds represented by the monthly maintenance charge, under such conditions as may be provided in said instrument.

Despite provisions herein to the contrary, the 15.5346 acre tract off the West end of said 52.952 acres conveyed or being conveyed by William C. McClellan and Patricia A. McClellan to Lynda A. McDonald shall deviate from the burden of the aforementioned maintenance charge to conform with the following, to-wit:

No maintenance charge shall be due on said 15.5346 acres for the first six (6) months following the conveyance from William C. McClellan and Patricia A. McClellan to Lynda A. McDonald; and, the maintenance charge as set for each lot or parcel shall be multiplied as to said 15.5346 acres by the number of single family residences situated thereon or by the number of separately owned parcels situated thereon, whichever number is greater.

m. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years; however, at any time, an instrument signed by owners of a majority of the acreage subjected to these restrictions shall be effective to change or terminate these covenants in whole or in part in accordance with the terms of such an instrument.

n. Enforcement of these conditions and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of said conditions and restrictions either to restrain violation or to recover damages. In connection herewith any person or persons owning any portion of said original 52.952 acre tract, shall be a proper party or parties to institute legal proceedings either in law or in equity, against Grantees, their heirs, executors, administrators or assigns, for the purpose of restraining a violation of these

conditions and restrictions or recovering damages sustained by reason of violations of such conditions and restrictions. Invalidation of any one or any part of these restrictions by judgment or court order will in nowise affect any of the other provisions or parts of provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set our hands and seals this 12th day of January, 1983.

William C. McClellan
William C. McClellan

Patricia A. McClellan
Patricia A. McClellan

Harris S. Jacobs
Harris S. Jacobs, Trustee

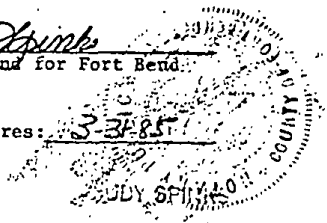
STATE OF TEXAS I

COUNTY OF FORT BEND I

This instrument was acknowledged before me on January 12, 1983, by William C. McClellan and Patricia A. McClellan.

Judy Spink
Notary Public in and for Fort Bend
County, Texas

My commission expires: 3-31-85



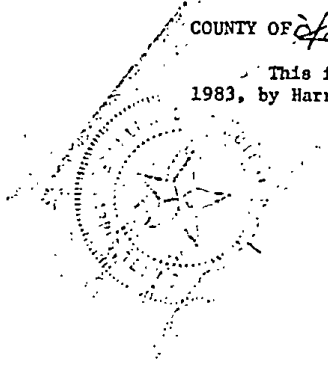
STATE OF TEXAS I

COUNTY OF Harris I

This instrument was acknowledged before me on January 12th, 1983, by Harris S. Jacobs, Trustee, in the capacity therein stated.

Lillian Richmond
Notary Public in and for Harris
County, Texas

My commission expires: 2/28/85



Chg + Return RAC

JAN 26 1983

EXHIBIT "A"

CHARLIE KALKOMEY

Registered Public Surveyor

1105 LAWRENCE STREET
ROSENBERG, TEXAS 77471

Field Party Service
Surveys and Subdivisions

OFFICE: PHONE 232-0721
HOME: PHONE 232-2208

FIELD NOTES FOR A 52.952 ACRE TRACT OF LAND, BEING THE ALMA F. BUSCH CALL 52.75 ACRE TRACT IN THE GEORGE FENSKE SURVEY, ABSTRACT 590, FORT BEND COUNTY, TEXAS.

BEGINNING at a 3/4 inch Iron Pipe found at the North corner of the George Fenske Survey, said point being located in the centerline of Rech Road, said point also being on the Southwest line of the William Leech Survey, Abstract 281;

THENCE South 45 degrees East along the Northeast line of said George Fenske Survey, same being the Southwest line of the William Leech Survey as located in the centerline of Rech Road, 534 feet to an 1/2 inch Iron Rod set on said line for the East corner of the herein described 52.952 Acre Tract;

THENCE South 45 degrees 04 minutes West along a line establishing the Southeast line of the herein described 52.952 Acre Tract, at 25 feet pass an 1/2 inch Iron Rod set on the Southwest line of Rech Road, and continuing for a total distance of 4299.75 feet to an 1 1/4 inch Iron Pipe set on the Southwest line of said George Fenske Survey for the South corner of the herein described 52.952 Acre Tract;

THENCE North 45 degrees 10 minutes 43 seconds West along the Southwest line of the aforementioned George Fenske Survey, 538.72 feet to a 3/4 inch Iron Pipe found at the West corner of the George Fenske Survey for the West corner of the herein described 52.952 Acre Tract;

THENCE North 45 degrees 07 minutes 47 seconds East along the Northwest line of the George Fenske Survey, same being the Northwest line of the herein described 52.952 Acre Tract, at 4276.47 feet pass a 12 inch Creosote Post on the Southwest side of Rech Road, and continuing for a total distance of 4301.47 feet to the Place of BEGINNING and containing 52.952 acres of land.

Charlie Kalkomey

Charlie Kalkomey, RPS
No. 1399
March 28, 1972

FILED FOR RECORD

REC-12-1-72

JAN 14 1983

James Wilson
County Clerk, Fort Bend Co., Tex.

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

JAN 17 1983



James Wilson
County Clerk, Fort Bend Co., Tex.

Chg + Return RAC