

300/577

106625

LAND USE RESTRICTIONS

DEED RECORDS
VOL 300 PAGE 577

THE STATE OF TEXAS §
COUNTY OF WALLER §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS SPORTS FLYER'S ESTATES, a partnership composed of William Ray McKissack, Robert Daniel Barton and Jack William Paulus, hereinafter called "Developer" being the owner of and Frances W. Wilson, being lienholder on that certain 32.9107 acre tract of land more particularly described in the Deed recorded in Volume 278 Page 183 of the Deed Records of Waller County, Texas, which is being subdivided into smaller parcels in an unrecorded subdivision known as SPORTS FLYER'S ESTATES, for the benefit of the present and future owners of lots in said subdivision, do hereby establish, adopt, promulgate the following reservations, restrictions, covenants and easements to apply uniformly to the use, occupancy and conveyance of all lots in the aforementioned tract of land:

1. Single Family Residential Construction

No building shall be erected, placed, altered or permitted to remain on any lot other than one detached single family residential dwelling not to exceed two stories in height, a private garage for cars, an airplane hanger completely enclosed with new material and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and the structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises. Any garage apartment or servant quarters which may be constructed on any lot shall not be used for rental purposes and may be used only by servants who are employed in the dwelling erected upon the same lot where such quarters are located. Commercial "tie down" of airplanes other than those of the owner is prohibited.

2. Architectural Control

No buildings 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 structure or improvements have been submitted to and approved by the Architectural Control Committee consisting of WILLIAM RAY MCKISSACK, ROBERT DANIEL BARTON and JACK WILLIAM PAULUS, and/or its assignee hereinafter provided for as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. If any member of the Architectural Control Committee shall resign, refuse or become unable to serve as a member thereof, the Developer shall appoint another person to serve as a member of the Committee. The act of the majority of the Committee shall be the act of the Committee. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Developer hereby agrees to assign its rights to approve or disapprove plans and specifications, location of structures, construction contracts and all other documents or approvals required to be submitted to it to the SPORTS FLYER'S ESTATES COMMUNITY IMPROVEMENT ASSOCIATION, when the conditions of Paragraph 26 occur. Such assignment shall be evidenced by an instrument in recordable form filed for record in the office of the County Clerk of Waller County, Texas.

3. Minimum Square Footage Within Improvements

The living area on the ground floor of the main structure exclusive of open porches and garages shall not be less than One Thousand (1000) square feet for one-story dwellings or the first story of a two story dwelling. The total square feet for a multi-store dwelling shall not be less than One Thousand Five Hundred (1500) square feet.

Location of the Improvements upon the Lot

No building shall be located on any lot nearer to the east property line to the street side line than eight (80) feet. The main residential structure (exclusive of detached garages and out buildings) shall be located no less than One Hundred Twenty Five (125) feet from the west property line. Subject to the provisions of Paragraph 5, no building shall be located nearer than five (5) feet to an interior

lot line. For the purposes of this covenant eaves, stops and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot. For the purposes hereof, the frontline of each lot shall be the shortest property line abutting a street. Each main residence shall face the front of the lot.

5. Composite Building Site

Any owner of one or more adjoining lots or portions thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case side setback lines shall be measured from the resulting side property lines. And such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the building setback line of the narrowest of the lots in the same block.

6. Utility Easements

Easements for installation and maintenance of utilities will be reserved. Neither Developer or any utility company using the easements shall be liable for any damage done by either of them or their respective assigns, agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located within the area covered by said easements.

7. Prohibition of Offensive Activities

No activity, whether for profit or not, shall be carried on any lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood. However, the operation or airplanes in, on and about the subdivision is planned upon and shall not be construed as an offensive activity so long as no aerobatics, low flying or stunt flying takes place over the subdivision.

8. Temporary Structures

No house trailer, tent, shed, barn or other temporary building of any nature shall be placed or constructed on any lot; provided, however, that a temporary office or work shed may, following approval thereof by Developer or its assignee, be maintained upon any lot or lots by any building contractor or sales agency in connection with the erection and sale of dwellings in the subdivision, but such temporary structure shall be removed at completion of construction or sale of the dwellings, whichever is applicable or within ten (10) days following notice from Developer or its assignee. No such temporary buildings shall ever be used for residential purposes.

9. Storage of Automobiles, Boats, Trailers and Other Vehicles

No boat trailers, boats, travel trailers, truck trailer, inoperative automobiles, campers or vehicles of any kind are to be stored more than forty-eight hours in the public street right-of-way or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses a portion of the rear of the lot.

10. Mineral Operations

No oil, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall any wells (other than water wells) be permitted upon or in any lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. Animal Husbandry

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

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Walls, Fences and Hedges

No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum front or rear building setback line except upon approval of the Architectural Control Committee. No side lot line or rear lot line fence, wall, hedge or plant shall be more than six (6) feet high. No barbed wire, chicken wire or hog wire fence shall be permitted on any lot. Any wall, fence or hedge erected as a protective screening on a lot shall pass ownership with transfer of title to the property and it shall be owner's responsibility to maintain said protective screening thereafter.

13.

Sewage Disposal Systems and Drainage Structures

Whenever a residence is established on any lot, it shall be provided with an inside toilet and shall be immediately connected with a septic tank at the expense of the owner and/or purchaser under Contract of Sale of said lot. Such sewage disposal system must be in accordance with any applicable federal, state, county and local laws and be subject to inspection by any governmental authority. The drainage of septic tanks into a road, street or ditch, either directly or indirectly, is strictly prohibited. Drainage structures under private driveways shall have a net drainage opening of sufficient size to permit the free flow of water without back water, shall be a minimum of twelve (12) inch diameter pipe culvert and be installed at the expense of the owner. Culverts must be used for driveways and/or walks.

14.

Lot Maintenance

The owners or occupants of all lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted (construction must be completed within twelve (12) months after commencement) or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law). The drying of clothes in full public view is prohibited and the owners or of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them such default continuing after ten (10) days' written notice thereof Developer or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said lot or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay for such work immediately upon receipt of a statement therefor. In the event of the failure to pay such statement, the amount thereof may be added to the annual maintenance charge assessed against such lot and become a charge thereon in the same manner as the regular annual maintenance charge provided for herein.

15.

Signs, Advertisements, Billboards

No signs, billboards, posters or advertising devices of any character shall be erected on any lot except one sign of not more than ten square feet advertising the property for sale or rent or signs used by a builder to advertise the property for sale during the construction and sales period. The right is reserved for builders, provided consent is obtained from the Developer, which cannot be unreasonably withheld, to construct and maintain signs, billboards or advertising devices for the purpose of advertising for sale dwellings constructed by the builders and not previously sold by such builder.

16.

Maximum Height of Antennae

No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot; nor shall any free standing antennae of any style be permitted upon the lot which extends more than

ten (10) feet above the height of the roof of a structure on said lot. In no event shall an antenna extend above fifty (50) feet from the surface of the ground.

17. Removal of Dirt

The digging of a dirt or the removal of any dirt from any lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction being performed on such lot.

18. Electric Service

An electric distribution system will be installed in SPORTS FLYER'S ESTATES prior to which service area shall embrace all lots in SPORTS FLYER'S ESTATES. The purchaser of each lot in the Subdivision 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 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 transformers 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 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 the meter of such electric company for the residence constructed on such owner's lot. For so long as service is maintained in the Subdivision the electric service to each lot therein shall be uniform in character and exclusive of the type known as single phase 120/240 volt, three wire, 60 cycle, alternating current.

19. Type of Construction, Materials and Landscape

- (a) No residence shall have less than 51% or equivalent masonry construction on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee, or its assignee, in the event of assignment, and except certain "A" frame type houses that may be approved in writing and in advance of construction by the Architectural Control Committee.
- (b) The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt or composition type shingles of 235# or heavier weight of a color approved by the Architectural Control Committee or its assignee, in the event of assignment. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee, or its assignee, in the event the assignment, upon written request.
- (c) Airplane hangers must have a finished exterior with a color that is either painted upon or baked on the material which must be metal and able to withstand a wind of 12-20. Any other type hanger material shall be permitted only at the sole discretion of the Architectural Control Committee, or its assignee, in the event of assignment, upon written request.

20. SPORTS FLYER'S ESTATES COMMUNITY IMPROVEMENT ASSOCIATION

Definitions:

- (a) "Association shall mean and refer to SPORTS FLYER'S ESTATES Community Improvement Association, its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 21.
- (b) "Owner" shall mean and refer to the record owner other than Developer and those parties purchasing under "Contract of Sale", whether one or more persons or entities of a fee simple title to any lot which is a part of the properties including contract sellers but excluding those having such interests merely as security for the performance of an obligation.

- (c) "Properties" shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (d) "Lot" shall mean and refer to each .8 acre + tract of land or multiple thereof as a portion of the real property more fully described in the Deed recorded in Volume 278 Page 183 of the Deed Records of Waller County, Texas.
- (e) "Declarant" or "Developer" shall mean and refer to SPORTS FLYER'S ESTATES, A Partnership composed of WILLIAM RAY MCKISSACK, ROBERT DANIEL BARTON and JACK WILLIAM PAULUS and their respective successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant or either of them for the purpose of development.

21. Maintenance Assessments

Developer imposes on each lot owned within the properties and hereby covenants and each owner of any lot by acceptance of a deed thereof whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay the Association annual assessments or charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, shall be a continuing lien upon the property against which each such assessments is made, and shall also be the personal obligation of the person who is the owner of such lot. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by Developer for the purpose of securing payment of said charge assigned to the SPORTS FLYER'S ESTATES COMMUNITY IMPROVEMENTS ASSOCIATION, without recourse on Developer in any manner for the payment of said charge and indebtedness.

22. Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the roadway, runway and runway safety zone.

23. Maximum Annual Assessments

Until January 1, 1978, the maximum annual assessments shall be \$72.00 per .8 acres.

- (a) From and after December 31, 1977, the maximum annual assessment may be increased each year not more than five (5) per cent above the maximum assessment for the previous year up to \$120.00 without a vote of the membership. The increase may be cumulative.
- (b) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the maximum allowable for any one year.

24. Owner's Easement of Enjoyment

Each owner shall have a right and easement of enjoyment in and to the common area, if any, which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of the runway and safety zone.
- (b) The right of the Association to suspend the voting rights and right to use the recreation facility by an owner to suspend any other service provided by the Association for an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.

- (c) The right of the Association to dedicate or transfer all or any roadway areas, if any, to any public agency, authority or utility for such purposes and subject to such condition as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded.
- (d) The right of the Association to collect and disburse those funds as set forth in Paragraph 21.

25. Delegation of Use

Any owner may delegate in accordance with the by-laws the owner's right of enjoyment to the common area and facilities, if any, to the members of the owner's family, tenants or contract purchasers who reside on the property.

26. Membership and Voting Rights

Every owner of a lot which is subject to assessment shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership:

Class A. Class "A" members shall be all owners with the exceptions of Developer and shall be entitled to one vote for each .8 acre owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a lot.

Class B. Class "B" members shall be Developer or its successors and assigns and shall be entitled to three votes for each .8 acre owned including property being sold under a Contract of Sale. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, which occurs earlier (1) When the total votes outstanding in Class "A" membership equals the total votes outstanding in Class "B" membership including duly annexed areas; or (2) on January 1, 1987.

27. Rate of Assessment

All lots in SPORTS FLYER'S ESTATES shall commence to bear their applicable maintenance fund assessment simultaneously and lots owned by Developer are not exempt from assessment. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors (according to Paragraphs 23 and 28). Lots which are owned by Developer, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident change. The applicable assessment for such a lot shall be pro rated according to the rate required of each type of ownership.

28. Date of Commencement of Annual Assessments

The annual assessments provided for herein shall commence at such time as the Directors of the SPORTS FLYER'S ESTATES COMMUNITY IMPROVEMENTS ASSOCIATION determine that the lots are completed and ready to build on (that is, when the lots have been substantially finished graded and substantially all utilities have been installed) The Board of Directors shall fix the amount of annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. A new owner shall be required to pay such owner's pro rata share of current annual assessment at the time such owner acquired title to the property for the Seller. The due dates shall be established by the Board of Directors. The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

29.

Effect of Non-Payment of Assessments

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien or terminate the Contract of Sale against the property. No owner may waive nor otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner's lot.

30.

Subordination of Lien

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability of any assessment thereafter becoming due or from the lien thereof.

31.

Enforcement

The Association or any owner or the Developer, its successors and assigns shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these deed restrictions, and in connection therewith shall be entitled to recover from the defendant therein all reasonable necessary costs and expenses attendant upon bringing such suit, including without limitation a reasonable attorneys' fee. Failure by the Association or by any owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

32.

Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

33.

Amendment to the Above Deed Restrictions

The covenants and restrictions of this declaration shall run with and bind the land for a term of forty (40) years from the date this declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless a simple majority of the then owners elect to annul the restrictions. Any amendment must be recorded in county clerk's records of Waller County, Texas.

34.

Rights of Mortgages

It is specifically provided that a violation of any one or more of these restrictions shall not affect the lien of any mortgage or deed of trust now of record, or which may hereafter be placed of record, or other lien acquired and held in good faith upon said lots or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions herein contained.

The undersigned lienholder joins in the execution of this instrument for the purpose of evidencing her consent and agreement to the placing of the above restrictions on the land herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of 10th day of April, 1979.

SPORTS FLYER'S ESTATES, a Texas general partnership

By: William Ray McMissack
William Ray McMissack, General Partner

Frances W. Wilson
Frances W. Wilson, Lienholder

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared
known to me to be the person whose name is subscribed to the foregoing instrument as

of
a corporation, and acknowledged to me that he executed the same for the purposes and consideration
therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the _____ day of _____ 19__

Notary Public in and for
County, Texas

SINGLE ACKNOWLEDGMENT

DEED RECORDS

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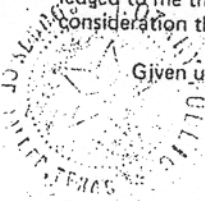
THE STATE OF TEXAS

COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared
FRANCES W. WILSON

known to me to be the person whose name is subscribed to the foregoing instrument, and acknow-
ledged to me that she executed the same as her free act and deed for the purposes and
consideration therein expressed.

Given under my hand and seal of office this the 10th day of April 1979.



Barbara Dewees
Notary Public in and for Waller
County, Texas

Barbara Dewees Notary Public in and for
Waller County, Texas.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

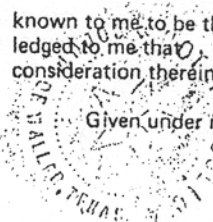
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared

WILLIAM RAY MCKISSACK

known to me to be the person whose name is subscribed to the foregoing instrument, and acknow-
ledged to me that he executed the same as his free act and deed for the purposes and
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 10th day of April 1979.



Barbara Dewees
Notary Public in and for Waller
County, Texas

Barbara Dewees Notary Public in and for
Waller County, Texas.

PREPARED BY THE LAW FIRM OF ADAM, ADAM & ANDERSON, INC.

ATTORNEYS AT LAW
14022 HEMPSTEAD HIGHWAY
P. O. BOX 40286
HOUSTON, TEXAS 77040
713/462-4593

STATE OF TEXAS }
COUNTY OF WALLER }

I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Waller County, Texas, as stamped hereon by
me, on

APR 19 1979

ELYA D. MATHIS
COUNTY CLERK
WALLER COUNTY, TEXAS



Barbara Dewees

ON BEHALF OF:
RETURN TO:

106625

FILED FOR RECORD
AT 10:50 O'CLOCK A M
April 14, 1979
ELVA D. MATHIS
COUNTY CLERK, WALLER COUNTY, TEXAS
BY <i>Linda P. Dockner</i>
DEPUTY

#6299-R

Restriction
RECORD CHANGE AND RETURN TO
NEWSTEAD ABSTRACT COMPANY