

RESTRICTIVE COVENANTS

THE FOLLOWING USES OF TRACTS ARE EXPRESSLY PROHIBITED

GRIMES COUNTY TEXAS

1. Residential Use: The Property ("The Property" here in) is primarily to be used as rural residential Property. No residence may be constructed on the Property less than 1800 square feet
2. Offensive Activities: No noxious or offensive activities shall be conducted on the Property, nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Property owner. No commercial production of swine or poultry of any kind shall be allowed on the Property or any part thereof. No commercial feedlots for the production of cattle or other livestock shall be allowed. The Property may not be used for the slaughter of animals of any kind on a commercial basis. No exterior speaker, horn, whistle, bell, excessive discharge of any firearms, or other sound device except security devices used exclusively for security purposes, shall be located, used, or placed on a Property. Commercial activities expressly prohibited, without limitation, include commercial activities which may be offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration, or which are hazardous by reason of excessive danger, fire or explosion or activities which adversely affect the health, safety, or Property values of the owners.
3. Temporary Structure: owners may erect and maintain temporary facilities in and upon the Property for the sole purposes of construction. Such facilities may include, but not be limited to, job shacks, storage areas, signs and portable toilet facilities.
4. Mobile Homes or Manufactured housing. No Mobile homes, per-fabricated homes, modular homes, other off-site structures intended to be used for residences shall be allowed.
5. Re-Subdividing. No part of the Property may be re-subdivided to contain less than 5 acres of land.
6. These covenants are to run with the land and shall be binding of all parties and all persons claiming under them for a period of twenty years(10) from the date these covenants are recorded with the County Clerk of Grimes County, Texas, after which time said covenants shall be extended automatically for successive periods of ten years (10), unless an instrument signed by the majority of the then owner of the tracts has been recorded, agreeing to change said covenants in whole or in part, or to revoke them.

7. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or proposed violation, or to recover damages. Such enforcement may be by the owner of any tract which may be a part of the Property.

8. Invalidation of any one or more of these covenants, by judgment, or court order or otherwise, shall in no way affect any other covenants, restrictions, or conditions, but all such other covenants, restrictions, or conditions shall continue and remain in full force and effect.

9. In formulating conditions, covenants, restrictions, and warranties as herein above set out, it is the intention of Owner herein that this instrument shall be the complete dedication for the use of the owners of tracts out of the Property , and shall bind all said parties, their heirs, or assigns, for for the time and in the manner as herein above provided.