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RESTRICTIONS
PEPPER HILL

STATE OF TEXAS
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Land Art & Homes, Inc. is the owner of a tract of land in the Raleigh Rogers Survey, which has been subdivided and platted as Pepper Hill, as shown by map thereof, recorded in the Map Records of Montgomery County, Texas; and

Whereas, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered uniform plat for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW THEREFORE, Land Art & Homes, Inc., being the owner of said subdivision, acting herein by and through its duly authorized officers, does hereby adopt the following covenants and restrictions which shall be taken and deemed as covenants to run with the lands and shall be binding on these owners and all parties and persons claiming under them until restrictions shall be automatically extended for successive periods of ten (10) years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If the above named owner or any of its successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above referred subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) No lot shall be used except for residential purposes; provided that any lot may be used for the erection and operation of a sales office, construction office, or model home by Land Art & Homes, Inc., or its successors or assigns. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any

lot other than one (1) detached single family dwelling not to exceed three (3) stories in height, together with a private garage or carport for not more than three (3) cars and servant's type quarters, which may be occupied by an integral part of the family occupying the main residence on the building site, or by servants employed on the premises; and (2) a tool shed or work shop, attached or unattached to the residence building.

(b) No improvements of any nature shall be erected, placed or altered on any building plot in this subdivision until the plans, specifications and plot plans showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by an architectural control committee composed of Douglas Joslyn, Kathleen Joslyn, and Adrian Kachel, or by a representative designated by a majority of the members of said committee. Improvements includes cutting of trees.

In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority.

In the event said committee, or its designated representative fails to approve or disapprove such design and location within (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to ninety (90) days after completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

(c) Except as may be authorized in writing by the Architectural Control Committee no building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. No slab or foundations of any building (including garages) shall be located nearer than ten feet (10') from the rear lot line of lots which do not have an easement in the rear; nor nearer than twenty five feet (25') from any side lot line.

(d) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood.

(e) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on 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.

RECORDING MEMORANDUM
At the time of recording, this instrument was found to be inadequate for the best photographic reproductions, in the form of legible, carbon or photo copy, discoloration of paper, etc. All back-sheets, additions and changes were present at the time the instrument was filed and recorded.

(f) No residential structure shall be placed on any lot unless its living area has a minimum of two thousand square feet (2,000) of floor area exclusive of porches and garage.

(g) The exterior walls of all residences shall be at least fifty-one percent (51%) brick, brick veneer, stone, stone veneer, concrete or other masonry type construction; provided, however, the Architectural Control Committee may approve variations from such construction requirements.

(h) All driveways to be finished concrete from Pepper Hill Drive to garage entry:

(i) Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

(j) All garages are to be attached to the residence building and be side entry or rear entry in relations to Pepper Hill Drive, unless otherwise approved in writing by the Architectural Control Committee.

(k) No campers, boats, trailers, motor homes, or non-running vehicles are to be parked or stored within view of Pepper Hill Drive.

(l) The raising or keeping of hogs, horses, poultry, fowls or other livestock on any residential lot in the subdivision is strictly prohibited.

(m) No spiritous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lot in this subdivision, nor shall said premises or any part thereof be used for violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

(n) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet (5') advertising property for sale or rent, except signs used by a builder or developer to advertise the property during the construction and sales period.

(o) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. Water wells may be drilled with the written permission of the Architectural Control Committee.

* One horse per two acre tract will be allowed providing pastures paddocks, barns and all improvements for keeping a horse be approved in writing by the Architectural Control Committee.
See (d).

RECORDERS MEMORANDUM
At the time of recording this instrument was found to be an original of the best photographic reproduction of the original, carbon of photostatic, blue-lined paper, etc. All back-outs, additions and changes were present at the time the instrument was filed and recorded.

(p) No lot shall be used, or maintained as a camping ground for rubbish, trash, garbage or other wastes; rubbish, trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(q) No fence, wall, hedge nor any pergola or other attached structure shall be erected, grown or maintained on any part of any lot, forward of the front building line or said lot; provided that a fence or hedge not exceeding thirty inches (30") in height may be located forward of the front building lines if the same does not extend from one side property line to the other side property line, and further provided that prior written approval is secured from the Architectural Control Committee set up under paragraph (b) above.

No outside clothes line shall be constructed or maintained on any lot within sight of the street or any adjacent lot. No fence shall be constructed on any lot out of any material other than brick, wood or wrought iron without the permission of the Architectural Control Committee.

(r) No single family dwelling shall be occupied for residence purposes unless the exterior and interior of such dwelling is entirely finished to the extent required by the Architectural Control Committee, whose approval in writing is required before any residence which is not entirely completed shall be occupied.

The restrictions and protective covenants listed herein apply only to all lots located in Pepper Hill, a subdivision in Montgomery County, Texas, but do not apply to the following tracts or reserves as shown on the map and plat of Pepper Hill:

RESERVE "A" a 2.1758 acre tract or parcel of land as shown on the map and plat of Pepper Hill, and designated for unrestricted use.

RESERVE "B" a 2.0307 acre tract or parcel of land as shown on the map and plat of Pepper Hill, and designated for unrestricted use.

(s) All residences must be completed within one year of starting date, and builders must be of good standing in their profession, must be known to do quality work and be approved by Architectural Control Committee.

Douglas Joslyn, his heirs and assigns has access through Pepper Hill to adjacent property.

If needed, owners are to allow a five foot easement on side lines of lot for underground utilities.

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegible, carbon or photo copy, discolored paper, etc. All back-outs, additions and changes were present at the time the instrument was filed and recorded.

229-01-1225

ANNUAL MAINTENANCE FUND

Each residential building plot shall be subject to an Annual Maintenance Charge at a rate of 240 Dollars per year to be paid into a fund known as Pepper Hill Maintenance Fund, and to be paid by the Owner of each building plot.

This charge shall be payable to the Pepper Hill Maintenance Fund annually in advance of January 1st of each year, and shall commence from the date of the sale of the building plot by Land Art & Homes Inc. To secure the payment of this Maintenance Charge, a Vendor's Lien shall be retained in each Deed from Land Art & Homes Inc. against the residential plot conveyed by any such Deed, which lien shall be reserved in favor of "Pepper Hill Maintenance Fund", its successors and assigns. The initial amount of the Maintenance Fund Charge shall be 240 Dollars per year; and such Maintenance Charge may be adjusted from year to year by Pepper Hill Maintenance Fund, as the needs of the subdivision may require. The adjustment in the amount of the Maintenance Charge shall be recommended by the Trustees to the Members, and shall become effective at such time as 2/3 of the lot owners in the subdivision have been voted in favor of such adjustment.

Any Maintenance Charge not paid when due shall bear interest from the date it became due until paid, at the rate of twelve percent (12%) per annum.

EXECUTED this 21st day of September, 1983.

LAND ART & HOMES, INC.

BY: Douglas Joblyn
DOUGLAS JOBLYN

RECORDER'S MEMORANDUM
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction in any of the following: carbon or photo copy, discolored paper, etc. All book-ends, additions and changes were present at the time the instrument was filed and recorded.

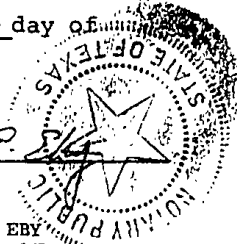
229-01-1226

STATE OF TEXAS)
)
COUNTY OF MONTGOMERY)

BEFORE ME, the undersigned authority, on this day personally appeared DOUGLAS JOSLYN, President of LAND ART & HOMES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of September, 1983.

Kathleen E. Eby
NOTARY PUBLIC
State of Texas
KATHLEEN E. EBY
Notary Public, State of Texas
My commission expires July 14, 1987



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

SEP 22 1983

FILED FOR REC
1983 SEP 22 PM 3:52
Roy Harris
COUNTY CLERK


Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS