



Declaration of Restrictive Covenants of the Routt Point Acres Subdivision

Basic Information

Date:

Declarant: **SMART CHOICE BUILDERS & DEVELOPMENT CORP.**

Declarant's Address: 1306 Bridle Path
Rosenberg, Texas 77471

Property: Lots 1, 2, 3, 4 and 5 in Block 1 of Routt Point Acres, a Subdivision in Harris County, Texas, being 23.935 acres out of the William Garnett Survey, A-182, in Fort Bend County, Texas, as shown in File Number 2024110767 of the map or plat records of Fort Bend County, Texas.

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Smart Choice Builders & Development Corp., a Texas corporation and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Dedictory Instruments" means this Declaration as amended.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in File No. 2024110767 of the map or plat records of Fort Bend County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“Structure” means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

“Subdivision” means the Property covered by the Plat and any additional property made subject to this Declaration.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to an action for damages or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for a Residence and Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are—
- a. any activity that is otherwise prohibited by the Dedicatory Instruments;
 - b. any illegal activity;
 - c. any nuisance, noxious, or offensive activity;
 - d. any dumping of rubbish;
 - e. any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
 - f. any exploration for or extraction of minerals;
 - g. the keeping or raising of animals, livestock, or poultry, in unsafe or unsanitary conditions or circumstances that create a nuisance to other Owners;
 - h. any commercial or professional activity except reasonable home office use;
 - i. the renting of a portion of a Residence or Structure;
 - j. the drying of clothes in a manner that is visible from any street;
 - k. the display of any sign except—
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law or the Dedicatory Instruments;
 - l. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
 - m. moving a previously constructed house onto a Lot;

- n. interfering with a drainage pattern;
- o. hunting and shooting; and
- p. occupying a Structure that does not comply with the construction standards of a Residence.

D. Construction and Maintenance Standards

1. Lots

- a. *Consolidation of Lots.* Lots may not be consolidated without the written approval of all other Owners.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted without the written approval of all other Owners.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. Residences and Structures

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision.
- b. *Maximum Height.* The maximum height of a Residence is two (2) stories.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least two thousand five hundred (2,500) square feet.
- d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.
- e. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure.
- f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within ninety days and the Lot

restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within ninety days and the Lot restored to a clean and attractive condition.

- g. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences.
- h. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
- i. *Sidewalks.* When the Residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots.

3. *Building Materials for Residences and Structures*

- a. *Roofs.* Only composition and metal roofs may be used on Residences and Structures. All roof stacks must be painted to match the roof color.
- b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.
- c. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with concrete. Driveways and sidewalks may not be surfaced with dirt, gravel, shell, or crushed rock.
- d. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

4. *Access Easement*

- a. *Identification.* The provisions within this Section D.4 apply to the 60-foot "Access and Utility Easement" running along the northeast line of each Lot as created by and shown in the Plat (the "Access Easement").
- b. *Maintenance.* All Owners shall have responsibility for the maintenance and repair of the Access Easement, whether the portion of the Access Easement in need of maintenance or repair lies upon the Owner's property or upon one of the other Lots as shown on the Plat.
- c. *Costs of Maintenance and Repair.* All reasonable and necessary costs related to the maintenance and repair of the Access Easement shall be assessed equally to each Lot. The party incurring the costs of repair or maintenance for the Access Easement shall be entitled to reimbursement

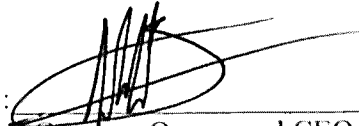
by the Owners of the other Lots for their shares of the costs within fourteen (14) days of receipt of notice of the cost incurred and evidence for its reasonableness and necessity. For the avoidance of doubt, the written statement of a contractor regularly engaged in the construction, repair, and maintenance of roadways that maintenance or repair is reasonable and necessary shall constitute a presumption of the same.

- d. *Enforcement.* In any legal action to enforce the reimbursement by other Owners of their shares of the costs incurred by an Owner making reasonable and necessary repairs to the Access Easement, the Owner who initially incurred the costs shall be entitled to attorney's fees and interest from the day on which reimbursement is due in the amount of six percent (6%) per annum.

E. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure of an Owner to enforce the Dedicatory Instruments is not a waiver.
3. *Amendment.* This Declaration may be amended at any time by a written instrument containing the approved amendment(s), signed by all Owners, and recorded in the real property records of the County.
4. *Conflict.* This Declaration controls over the other Dedicatory Instruments.
5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
6. *Notices.* Any notice required or permitted by the Dedicatory Instruments must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to an Owner, at the Owner's last known address. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.
7. *Annexation of Additional Property.* On written approval of all Owners the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

Smart Choice Builders & Development Corp.

By: 
Alan Campos, Owner and CEO

ACKNOWLEDGMENT

THE STATE OF TEXAS

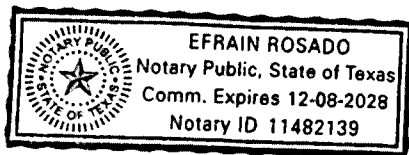
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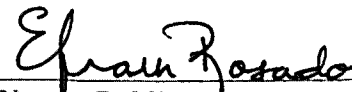
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COUNTY OF HARRIS

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The foregoing "Declaration of Restrictive Covenants of Routt Point Place Subdivision" was duly executed before me, the undersigned notary public, on the 5th day of February, 2026, by ALAN CAMPOS, AS OWNER AND CEO OF SMART CHOICE BUILDERS & DEVELOPMENT CORP., Declarant.




Notary Public
Efrain Rosado

Notary's Printed Name

My Commission Expires: 12-08-2028

After recording, please return to:
Pursley, McNamara & Flint, PLLC
4501 Cartwright Road, Suite 102
Missouri City, TX 77459