

EXHIBIT "A"

STATE OF TEXAS)
)
COUNTY OF HARRIS)

LAND USE RESTRICTIONS

Kenneth R. Jasek and Joanna H. Jasek ("Declarant") being the owner of all of the land described in Exhibit "A" attached to the Deed to which this Exhibit "B" is attached, said land being hereinafter referred to as the "Subject Property," does hereby place and impose upon the Subject Property the following restrictions ("Restrictions") with which the purchaser of the Subject Property ("Owner") agreed to comply:

1. Only one single-family residence may be situated on the Subject Property and there shall be no commercial use whatsoever made of the Subject Property. Among other things, the storage (covered or uncovered) of vehicles, equipment, and materials held and used for commercial purposes shall fall within the definition of "commercial use."
2. No residential building may be moved on to the Subject Property. All residential structures must be of new construction with new material. No residential structure shall be built on the Subject Property unless its living area has a minimum of 3,000 square feet of covered, air-conditioned floor area, exclusive of open or enclosed porches, carports and garages.
3. Only wood, brick or stone siding is permitted, and all residence structures shall be placed or built upon a concrete slab.
4. Actual physical construction of a residential structure must be initiated no more than one year after the initial purchase of the Subject Property, and construction must be completed no more than one year after it is initiated.
5. No residence structure or related improvements shall be located within 100 feet of the front or rear property lines, or within 20 feet of the side property lines, of the Subject Property. Fences are not covered by this restriction. For purposes of this restriction, eaves, open porches, carports and garages shall be considered as part of a residence structure.
6. Any residence structure erected on the Subject Property shall face the public street or road adjacent to the property. If the Subject Property is a corner piece of property with frontage on two public streets or roads, the residence structure thereon may face either public street or road, and the 100' front building line referenced in #5 shall apply to the frontage selected.
7. Non-residence structures (e.g., barns, sheds, lean-to, and horse stalls) shall not be built or located less than 20 feet from the side or the rear property lines, and shall be

erected behind the residence. Non-residence structures must be two-tone; constructed of pastel colored sheet metal products and off set with trim.

8. Driveways and all areas for parking shall be constructed with concrete paving, asphalt paving, or gravel or limestone with an adequate base.

9. No mobile homes, manufactured homes, or other non-permanent structures or vehicles (e.g., RV or motor homes) will be allowed to be placed on the Subject Property for use as a permanent or semi-permanent residence. Temporary use of such vehicles, not to exceed 7 consecutive days and 28 total days total per annum, shall be allowed.

10. The Subject Property shall never be used or maintained as a dumping ground for trash or any other material. Normal residential trash, garbage or other residential waste shall be kept in sanitary containers. The owners or occupants of the Subject Property shall at all times keep all weeds and grass thereon mowed and trimmed, and shall otherwise maintain the surface of the Subject Property in a healthful, sanitary and attractive manner.

11. There shall be no radio or TV tower, or any other kind of outdoor tower or antenna more than twenty (20) feet higher than the highest roof apex of the residence structure on the Subject Property.

12. Bridges or driveways constructed over property line ditch shall be constructed over culverts made of concrete pipe not less than eighteen inches (18") in diameter, or such larger size as may be required to provide adequate drainage, or as may be required by local municipalities.

13. All toilets shall be enclosed in a permanent structure and shall be connected to a sewage disposal system or a septic tank prior to use, all at the expense of the owner of the Subject Property. Any septic tanks shall have field lines and shall be constructed and maintained in accordance with the requirements of the Health Department of all governmental agencies having jurisdiction over the Subject Property.

14. No Noxious, offensive, unlawful or immoral activity shall be carried on upon the Subject Property, nor shall any activity be conducted thereon which constitutes an annoyance or nuisance to the neighborhood.

15. Guineas, peacocks, quail, pheasant, chucker, roosters (male chickens), turkeys, emu, ostrich or other exotic birds or animals shall not be allowed.

16. Hogs, lambs, chickens and turkeys are only allowed if related to a FFA or 4-H agricultural project under supervision of a KISD Agricultural Advisor or County Extension Agent. Horses and cattle may be kept, but limited to two (2) per lot. Sheep and goats may be kept, but limited to four (4) per lot. Laying hens may be kept, but limited to a maximum of ten (10) per lot. Household pets, but not more than four (4) each of dogs and cats, may be kept at any residence. Any and all animals shall be confined to the area

within the boundaries of the Subject Property and under no circumstances will any animal be allowed to roam outside the perimeter of the Subject Property.

17. No advertising or other sign shall be erected on the Subject Property other than name and street number signs, and individual "For Sale" or "For Rent" signs.

18. No excavation of soil will be permitted, except as may be required for landscaping, gardening, or construction of buildings or driveways.

19. No further subdivision of the Subject Property, by sale or otherwise, may be made.

20. The Subject Property is sold subject to roadway easements and easements for drainage and utilities as may be already existing, or may become reasonably necessary to create in the future, in order to provide the necessary utilities to the Subject Property and adjacent tracts, the right to create such future easements being hereby reserved to Declarant and its successors or assigns. All utility lines, water lines, and drainage facilities supplying or serving the Subject Property shall be situated within the roadway easements or reserved easements.

21. No boats, trailers, trucks, tractors, RV type motor homes, or other vehicles shall be parked or placed on any public street or road adjacent to the Subject Property, nor between a line even with the front of the residence structure and the access road at the front of the property, nor shall such items be parked between a line even with the side of the residents structure and the adjacent public street or road if the Subject Property is a corner tract.

22. Any clothesline constructed on the Subject Property shall be placed only in the area at the rear of the main residence structure, and shall not be permitted in the front or side yard areas.

23. No portion of the Subject Property shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun or any other firearm.

24. Perimeter fences of the subject property, using a line even with the front of the resident structure to the rear property line, must be built with fence materials of a see through nature. Examples would include barb wire, slick wire, king ranch wire, hog wire, etc. These fences are not to exceed 6 feet in height. Privacy fences will be allowed around swimming pools and/or hot tubs. No perimeter fence shall be allowed from the front of the residents structure to the public road; except for wrought iron fencing no greater than 6 feet in height.

25. In the event of default on the part of the owners or occupants of the Subject Property in observing any of the foregoing Restrictions, the undersigned Declarant and its successors or assigns may, without liability to the owners or occupants, enter upon the Subject Property and take such action as may be reasonably necessary to remedy the

Default. In such event, the Declarant and its successors or assigns may bill the owner of the Subject Property for the cost of such remedial work and the owner agrees, by acceptance of the Deed to which this Exhibit "A" is attached, to pay such statement immediately upon receipt thereof. In addition to the foregoing, Declarant may pursue all rights and remedies available, at law or in equity, to enforce compliance with the foregoing Restrictions. Owner shall be responsible for all costs and attorneys' fees incurred by Declarant in enforcing the Restrictions in the event Owner is the prevailing party.