THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

Whereas FIRST REALTY INVESTMENT CORPORATION, hereinafter called "First", being owner, and HOUSTON FIRST SAVINGS ASSOCIATION, being lienholder of that certain 71.6114 acre tract of land which has been heretofore platted and subdivided into that certain subdivision known as SEVEN COVES, Section I according to the plat filed of record in the office of the Clerk of Montgomery County, Texas in Volume 9, Page 82 of the Map Records, desiring to create and carry out a uniform plan for the improvement, development, and sale of all the numbered lots (excluding the proposed water plant site) in Seven Coves, Section I, for the benefit of the present and future owners of said property do hereby establish and adopt the following reservations, restrictions, covenants, and easements to apply uniformly in the use, occupancy and conveyance of all such numbered lots in Seven Coves, Section I and each contract or deed which may be executed, delivered and accepted on the following reservations, restrictions, covenants and easements, regardless of whether or not such reservations, restrictions, covenants and easements are set out in full or reference in said contract or deed (the headings being employed for convenience only and shall not be controlling over content):

1. Single Family Residential Construction

No building shall be erected, 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 and bona fide servants' quarters which structures shall not exceed the main dwelling in height or number of stories and which 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.

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 plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee consisting of Richard H. Basden, Henry SoRelle, and Granville Nerrin 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. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required plans and specifications, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

3. Minimum Square Footage Within Improvements

The living area on the ground floor of the main structure exclusive of one-story open porches and the garages shall not be less than 1,800 square feet for one-story dwellings nor less than 2,400 square feet for a dwelling of more than one story.

4. Location of the Improvements Upon the Lot

No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded plat. The side lot building line shall be ten percent (10%) of the width of the lot at the frontmost point on which the improvements are positioned. However, on lots other than lake front lots the garage may be located a minimum of eight (8) feet from an interior property line. No garage or carport shall face or open to the street at less than a ninety degree (90°) angle unless the garage is located sixty (60) feet or more from the front property line. For purposes of this restriction eaves, steps and unroofed terraces shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another 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 Paragraph 4 applying. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the lots in the same block.

6. Utility Easements

Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure shall be erected upon any of said easements. Neither First or any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land covered by said easements. First reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the subdivision.

7. Prohibition of Offensive Activities

No activity, whether for profit or not, shall be carried on on any lot which is not related to single-family residential purposes. No noxious or offensive activity of any sort as determined by the Seven Coves Community Improvement Association, Inc., shall be permitted nor shall anything be done on any lot which may be or may become an annoyance or a nuisance to the neighborhood. The use or discharge of firearms is expressly prohibited on any part of the property.

8. Use of Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly.

Until the owner has sold all other lots in Seven Coves (and during the progress of construction of residences in the Subdivision), a temporary field office for sales and related purposes may be located and maintained by the owner (and/or its sales agents). The location of such field office may be changed, from time to time, as lots are sold. The exclusive right to maintain such field office (or permit such field office to be maintained) shall cease when all lots in Section I and subsequent sections of Seven Coves except the lot upon which such field office is located, have been sold.

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

No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind, or portable buildings are to be permanently or semi-permanently stored 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 a fence which encloses the rear of the lot.

10. Mineral Operations

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 any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structures designed for the use in 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. Common household pets must be kept on the owners premises or on a leash at all times.

12. Walls, Fences, Hedges, Piers and Bulkheads

No walls, fence or hedge shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No side or rear fence, wall or hedge shall be more than six (6) feet high. No fence, hedge, or wall or anything that obstructs the vision shall be erected beyond the rear wall of the main structure on any lot, also including Lot 1, Block 5; Lots 1, 3, 4, 24, 26-40 inclusive, Block 1, that has lake frontage. No fence, hedge, or wall or anything that obstructs the vision shall be erected between the side property line and the side lot building line on any lot. No chain link fence type construction will be permitted on any lot. Any wall, fence or hedge erected as a protective screening on a lot by First shall pass ownership with title to the property and it shall be owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the owner or occupant of any lot in maintaining said protective screening and such failure continuing after ten (10) days written notice thereof, First or its assigns shall, without liability to the owner or occupant in trespass or otherwise, enter upon said lot and cause said protective screening to be repaired or maintained or to do any other thing necessary to secure compliance with

these restrictions, so as to place said protective screening in a satisfactory 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 occupation of the property to pay such statement immediately upon receipt thereof.

No pier, boat lift, ramp, or any other structure that projects into the water shall be constructed on any lot, except that certain types of small floating sunbathing decks and floating ramps for the temporary moorage of boats may be constructed at the sole discretion of the Architectural Control Committee. The Committee will only consider plans and proposals presented to it in writing and will immediately reject any plans for a "Homemade" type deck such as one floating on barrels. Should the Committee grant permission for a floating deck or ramp, the owner thereof agrees to maintain and keep it in a sightly manner, free of litter, fishing poles, buckets, and etc.

No bulkheading shall be permitted on any waterfront lot except by written consent of the Architectural Control Committee. No "homemade" type bulkheading will be allowed. Should permission for the construction of bulkheading be given, the owner agrees to maintain the bulkheading and to keep it in a sightly manner. Request and permission shall be given in writing.

13. Visual Obstructions at the Intersection of Public Streets

No object or thing which obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lots.

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 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 occupants 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 First or its assignee shall without liability to the owner or occupant in trespass or otherwise enter upon said lot and 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 occupation of the property to pay such statement immediately upon receipt thereof.

15. Signs, Advertisements, Billboards

No sign, advertisement or billboard or advertising structure of any kind may be erected or maintained on any lot in said subdivision. First or its assignee will have the right to remove any such sign, advertisement or billboard or structure which is placed on said lot and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

16. Building Material

The roof of any building shall be constructed or covered with wood shingles. Any other type roofing material shall be permitted only at the sole discretion of the Architectural Control Committee upon written request.

17. 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 of the structure and no radio or television aerial wires or antennae beyond the height of twenty (20) feet shall be erected without the written consent of the Architectural Control Committee.

18. Underground Electric Service

Any purchaser of a lot in Seven Coves understands and agrees that only underground electric service at 120/240 volts, single phase, 3-wire, will be available for said lots and that the locked rotor current of any motor connected to this service will be limited in accordance with standard service practices of Gulf States Utilities Company and no above surface electric service wires will be installed outside of any structure. All such purchasers of lots understand and agree that underground electric service lines will extend through and under said lots in order to serve the residences thereon, and said area above said underground lines and extending 2-1/2 feet to each side of said underground lines, shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing said underground facilities by the utility company, and said purchasers shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions. (The utility easement area dedicated and shown on the recorded map of said Seven Coves, Section I may be cleared and kept clear by any utility company, of all structures, trees, bushes and other growth including any overhanging branches from trees or protrusions from structures located upon adjacent property.)

19. Maintenance Assessments

First imposes on each lot owned within Section I of Seven Coves and hereby covenants and each purchaser of any lot is deemed to covenant and agree to pay to the

Seven Coves Community Improvement Association, Inc., the following: (1) 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 and shall be a lien upon the property against which each such assessment is made. Appropriate recitations in the deed conveying each lot will evidence the retention of a vendor's lien by First for the purpose of securing payment of said charge. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the properties.

The amount of the annual assessment is to be set by the Board of Directors of the Association in advance of the due date each year. Notification of the assessment shall be in writing at least thirty days (30) days in advance of the due date. The annual assessment for the calendar year of 1972 shall be $54.00.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law to foreclose the lien 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 his lot.

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 assessments thereafter becoming due or from the lien thereof.

20. Unlicensed Motor Vehicles

No unlicensed motor vehicles shall be allowed within the subdivision.

21. Mailboxes

All mailboxes and the structures upon which they are mounted shall be of a uniform size and complimentary design as decided by the Architectural Control Committee. A mailbox of the size permitted can be seen within the on-premise sales office. Plans for the structure upon which the mailbox sets shall be submitted to the Architectural Control Committee.

22. Wave Turbulence

All boats within 50 feet of the shoreline or any floating structure shall be restricted to five miles per hour to prevent turbulent wave action.

23. Enforcement

The Association or any owner 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. 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.

24. **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.

25. **Amendment to the Above Deed Restrictions**

The covenants and restrictions of this declaration shall run with and find 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. This declaration may be amended during the first twenty (20) years period by an instrument signed by not less than ninety (90%) percent of the lot owners and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded.

IN WITNESS HEREOF, we have hereunto set our hands, this 6th day of December, 1971.

FIRST REALTY INVESTMENT CORPORATION

ATTEST:

By R H Basden
Vice President

B. D. Butler
Asst. Secretary

HOUSTON FIRST SAVINGS ASSOCIATION

ATTEST:

By James B. Tuska, Vice President
Lienholder

L. Stamer
Secretary

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared R. H. BASDEN known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6 day of Dec. A. D. 19 71

(L. S.)

A. J. Nichols
Notary Public in and for MONTGOMERY County, Texas

FILED FOR RECORD
AT 9 O'CLOCK A M.
DEC 7 1971
ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
By Ophelia Haferkamp Deputy