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DEEDS

STATE OF TEXAS

COUNTY OF MONTGOMERY

WHEREAS, it is the desire of C-G-R DEVELOPMENT CO., being the owner of all of Seven Coves, Section Three, a subdivision of 24.7849 acres of land out of and a part of the Elijah Collard Survey, Abstract No. 7, Montgomery County, Texas, recorded in Plat Cabinet B, Sheet 11 of the Plat Cabinet Records of Montgomery County, Texas (hereinafter "Seven Coves, Section Three"), joined herein by MAIN BANK OF HOUSTON, a Texas banking corporation, and RAY T. FORTENBACH, TRUSTEE, of Houston, Harris County, Texas, as the only lienholders on all of Seven Coves, Section Three, to establish and adopt the following restrictions for all lots and reserves in Seven Coves, Section Three:

NOW THEREFORE, C-G-R DEVELOPMENT CO., a Texas corporation, being owner, and MAIN BANK OF HOUSTON, a Texas banking corporation, and RAY T. FORTENBACH, TRUSTEE, of Houston, Harris County, Texas, being lienholders, of that certain 24.7849 acres of land out of the Elijah Collard Survey, Abstract No. 7, Montgomery County, Texas, which has heretofore been plated and subdivided into that certain subdivision known as SEVEN COVES, SECTION THREE according to the Plat thereof filed of record in the Office of the County Clerk of Montgomery County, Texas in File Cabinet B, Sheet 11 of the Plat Cabinet Records, desiring to create and carry out a uniform plan for the improvement, development, and sale of all numbered lots in Seven Coves, Section Three, for the benefit of the present and future owners of said property do hereby establish and adopt the following reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, occupancy and conveyance of all such numbered lots and reserves in Seven Coves, Section Three and to each contract or deed covering any part or all of Seven Coves, Section Three which may be executed, delivered and accepted regardless

of whether or not such reservations, restrictions, covenants, conditions and easements are set out in full or referred to in said contract or deed:

1. Definitions.

(a) "Lot" and/or "Lots" shall mean and refer to all the Lots shown upon the Plat.

(b) "Residential Lots" shall mean and refer to those Lots restricted hereby to use for single family residential dwellings only. All lots are Residential Lots save and except those defined as Patio Home Lots in subparagraph (c) of this Paragraph 1 and the green belt reserves set out on the Plat.

(c) "Patio Home Lot or Lots" shall mean and refer to the Lots restricted hereby to use for patio homes only. Patio Home Lots in Seven Coves, Section Three are Lots 50 to 62 (inclusive), Block 3 and Lots 11 to 20 (inclusive) Block 10 of Seven Coves, Section Three. For these purposes, a "Patio Home" is a single family residential dwelling which at least part of the structure is built on the property line of one side of the Lot and subject to specific setback lines on the front and back sides of the Lot.

(d) "Association" shall mean and refer to the Seven Coves Community Improvement Association, Inc., its successors and assigns.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of Seven Coves, Section Three, but in the event of the execution of a contract for deed covering any Lot, the "Owner" shall be the purchaser named in the contract, but excluding those having such interest merely as security for the performance of an obligation.

(f) "Plat" shall mean and refer to the map or plat of Seven Coves, Section Three recorded in File Cabinet B, Sheet 11 of the Cabinet Records of Montgomery County, Texas.

(g) "Architectural Control Committee" shall mean and refer to the Architectural Control Committee provided for in Paragraph 3 of these Restrictions.

(h) "C-G-R" shall mean and refer to C-G-R Development Co., its successors and assigns.

2. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Residential 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.

No structures shall be erected, altered, placed or permitted to remain on any Patio Home Lot other than one single family patio home not to exceed a height of thirty-six (36) feet, a detached or an attached garage or carport for not less than two nor more than three cars which structure shall not exceed the main structure in height or number of stories.

3. 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 S. I. Morris, Sidney V. Smith and Charles R. Swain 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.

4. Minimum Square Footage Within Improvements. The living area on the ground floor of the main structure on any Residential Lot, 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, unless approved in writing by the Architectural Control Committee.

The total living area of the main residential structure on any Patio Home Lot, exclusive of open porches, garages and indoor carports shall not be less than 1,350 square feet, unless approved in writing by the Architectural Control Committee.

5. Location of the Improvements upon the Lot. No building shall be located on any Residential Lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the Plat. The side Residential Lot building line shall be five percent (5%) of the width of the Lot at the foremost point on which the improvements are positioned. However, on Residential Lots other than lake front Residential Lots the garage may be located a minimum of three (3) 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 or a reserve.

No building shall be located on any Patio Home Lot nearer to the front lot line or nearer to the street side line than the minimum building setback line shown on the Plat. No building or structure of any kind shall be located nearer than fifteen (15) feet to the rear Patio Home Lot line, except for a garage or a carport which may be located not nearer than three (3) feet from the rear property line, but never within a utility easement or green belt reserve. The location of the main residential structure in relation to the interior Patio Home Lot line on any patio home

must comply with the following requirements unless approved in writing by Architectural Control Committee (for these purposes the "side" shall be the left-handed or right-handed side of the Patio Home Lot when facing the rear property line from the front Patio Home Lot line):

(i) At least ten (10%) per cent of the length of the main residential structure must be built on one of the side Patio Home Lot lines. The Owner must construct a continuous, eight (8) inch thick masonary wall along any portion of the structure that is within five (5) feet of a side property line. The said wall or any wall less than 5 feet from the property line, shall have no openings for windows, doorways or any other opening that would provide a view of the adjacent Lot having a common property line, it being the intention hereof to preserve the privacy of the adjacent Owner.

(ii) Garages and/or carports may be constructed on either side property line. This shall apply to all overhangs, upper stories, trellises, etc., provided, however, that this shall not be construed to permit any portion of the construction on a Patio Home Lot to encroach upon another Lot or a reserve.

6. 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 5 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. No Lot shall be resubdivided without the express written approval of the Architectural Control Committee.

7. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat and no structure shall be erected upon any of said easements. Neither C-G-R nor 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. C-G-R reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the subdivision.

8. 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 Association shall be permitted nor shall anything be done on any Lot or Reserve 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.

9. 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 C-G-R 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 C-G-R (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 Three and other sections of Seven Coves have been sold.

10. 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.

11. 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.

12. 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 Owner's premises or on a leash at all times.

13. 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 on any Residential Lot. No side fence, wall or hedge shall be less than eight (8) feet high on any Patio Home Lot unless approved in writing by the Architectural Control Committee. 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 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 Residential Lot or beyond the side or rear lot line on any Patio Home 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 C-G-R 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, C-G-R 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 con-

structed 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, 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. The Owner agrees to maintain any bulkheading presently located on any waterfront Lot or hereafter constructed on any waterfront Lot and to keep it in a sightly manner. Request and permission shall be given in writing.

14. Visual Obstructions at the Intersection of Public Streets. No object or thing which obstructs sight 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.

15. 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, reserves, green belt reserves, 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 and such default continuing after ten (10) days' written notice thereof, C-G-R 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.

16. 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. C-G-R 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.

17. 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.

18. Maximum Height of Antennae. No radio or television aerial wires or antennae shall be maintained on any portion of any Lot forward of the front of the structure and no radio or television aerial wires or antennae beyond the height of twenty (20) feet above the ground shall be erected without the written consent of the Architectural Control Committee.

19. Underground Electric Service. Any purchaser of a Lot in Seven Coves, Section Three 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 Plat of said Seven Coves, Section Three 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.)

20. Electrical Power Service. Each Lot on which a dwelling structure is located shall be subject to a monthly charge of $0.50 for street lighting services. This charge will be included in the monthly bill from Gulf States Utilities Company, in addition to all other charges such Owner may incur for electric service.

21. Maintenance Assessments. C-G-R imposes on each Lot owned within Section Three of Seven Coves and hereby covenants and each Owner of any Lot is deemed to covenant and agree to pay to the Association the 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 C-G-R 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 (30) days in advance of the due date. The annual assessment for the calendar year of 1976 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 or Recreational Areas 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. Notwithstanding the foregoing, no maintenance assessments shall accrue against any Lot or Lots in Section Three of Seven Coves which Main Bank of Houston hereafter acquires through foreclosure of its current Deed of Trust Lien (or any renewals or extensions thereof) on Section Three of Seven Coves, which Deed of Trust is recorded in Volume 332, page 861 of the Deed of Trust records of Montgomery County, Texas and to which Deed of Trust reference is here made for all pertinent purposes, until such Lot or Lots are sold, transferred or otherwise conveyed by Main Bank of Houston, at which time, such maintenance assessments shall begin to accrue against such Lot or Lots.

22. Unlicensed Motor Vehicles. No unlicensed motor vehicles shall be allowed within the subdivision.

23. 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.

24. 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.

25. 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.

26. 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.

27. Reserves. The green belt reserves shown on the Plat are for the use and benefit of all residents of Seven Coves and Owners shall not block, restrain or restrict in any way the use of the green belt reserves by the residents and guests of Seven Coves. The Association shall be responsible for maintaining the green belt reserves, including, but not limited to, cutting the grass and maintaining the walks and paths, if any.

28. Terminology. Titles of Paragraphs and subparagraphs are for convenience only, and neither limit nor amplify the provisions of these Restrictions.

29. Amendment to the Above Deed Restrictions. The covenants and restrictions of this Declaration shall run with and bind 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) year period by an instrument recorded in the appropriate records of the County Clerk of Montgomery County, Texas and executed by the Owners of not less than ninety (90%) percent of the Lots in Seven Coves, Section Three and thereafter by an instrument recorded in the appropriate records of the County Clerk of Montgomery County, Texas and executed by the Owners of not less than seventy-five (75%) percent of the Lots in Seven Coves, Section Three.

EXECUTED effective as of the 29th day of January, 1976.

C-G-R DEVELOPMENT CO.

ATTEST:

By _____
Its Vice President

By Ronald F. Haelscher
Its ASSISTANT Secretary

MAIN BANK OF HOUSTON

ATTEST:

LEGAL 2B3 1-29-76 APPROVED

By _____
Its Vice President

By Patricia L. Bartlow
Its Assistant Cashier

_____
RAY T. FORTENBACH, Trustee

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Howard W Horne, Vice President of C-G-R DEVELOPMENT CO., 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of January, 1976

Margaret Riegnino
Notary Public in and for
Harris County, Texas

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John G. Willy, Vice President of MAIN BANK OF HOUSTON, a Texas banking corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of January, 1976.

Notary Public in and for
Harris County, Texas

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared RAY T. FORTENBACH, Trustee, known to me to be the person 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of _____, 1976.

Notary Public in and for
Harris County, Texas

Filed for Record at 2 o'clock P M Feb 2 1976
Clerk County Court, Montgomery Co., Texas By Bobbie Weeks Deputy