

240597
STATE OF TEXAS

EVOL 700 PAGE 330

0 AFFIDAVIT

DEEDS

COUNTY OF MONTGOMERY

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KNOW ALL MEN BY THESE PRESENTS:

THAT Guardian Development Corporation, a Texas Corporation, is the owner of certain properties in a Subdivision in Montgomery County, Texas, said Subdivision being Lake Conroe Forest Subdivision in the John Vince Survey, Abstract 41, in Montgomery County, Texas.

WHEREAS there are certain properties that heretofore have been left without restrictions and covenants in said Subdivision and owners of various lots in said Subdivision have expressed concern as to the possibility of the sale of unrestricted areas without such areas having had placed thereon restrictions that would protect the values of properties of existing property owners therein.

AND WHEREAS affiant is not at this time desirous of placing specific restrictions upon all of said properties, but is desirous of satisfying the various owners in said Subdivision that such unrestricted properties will be properly restricted prior to sale of such properties. Said affiant does hereby state that such properties now remaining unrestricted, unless specifically described and excepted in previously executed covenants and restrictions, will not be sold in whole or in part prior to the execution and recording of restrictions and covenants limiting the use and occupancy of said premises at least to the extent of restrictions and covenants now of record affecting other properties, lots, blocks and sections duly recorded in the Office of the County Clerk in Montgomery County, Texas.

However, Affiant is desirous, at this time, of placing certain restrictions and covenants on a specific area of said property as per the restrictions and covenants contained in this instrument and marked Exhibit "B". The specific property referred to herein to be restricted at this time is fully described in Exhibit "B" attached hereto and in Exhibit "A" attached hereto. Said Exhibit "A" attached hereto for all purposes of identification with this instrument, and legally describing the property shown thereon for all purposes and is a part of this instrument just as if it were written herein. Said Exhibit "B" is attached hereto for all purposes of this instrument and is a part of said instrument just as though it were written herein.

WITNESS OUR HANDS this this 29 day of DECEMBER, A. D. 1969.



[Signature]
Secretary

GUARDIAN DEVELOPMENT CORPORATION

[Signature]
Claude H. Townsend, President

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12/69
attached
this p
Dec. 29, 1969

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29

THE STATE OF TEXAS 0
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COUNTY OF HARRIS 0

VOL 700 PAGE 331

CORPORATION ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CLAUDE H. TOWNSEND, President of GUARDIAN DEVELOPMENT CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GUARDIAN DEVELOPMENT CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of DECEMBER,

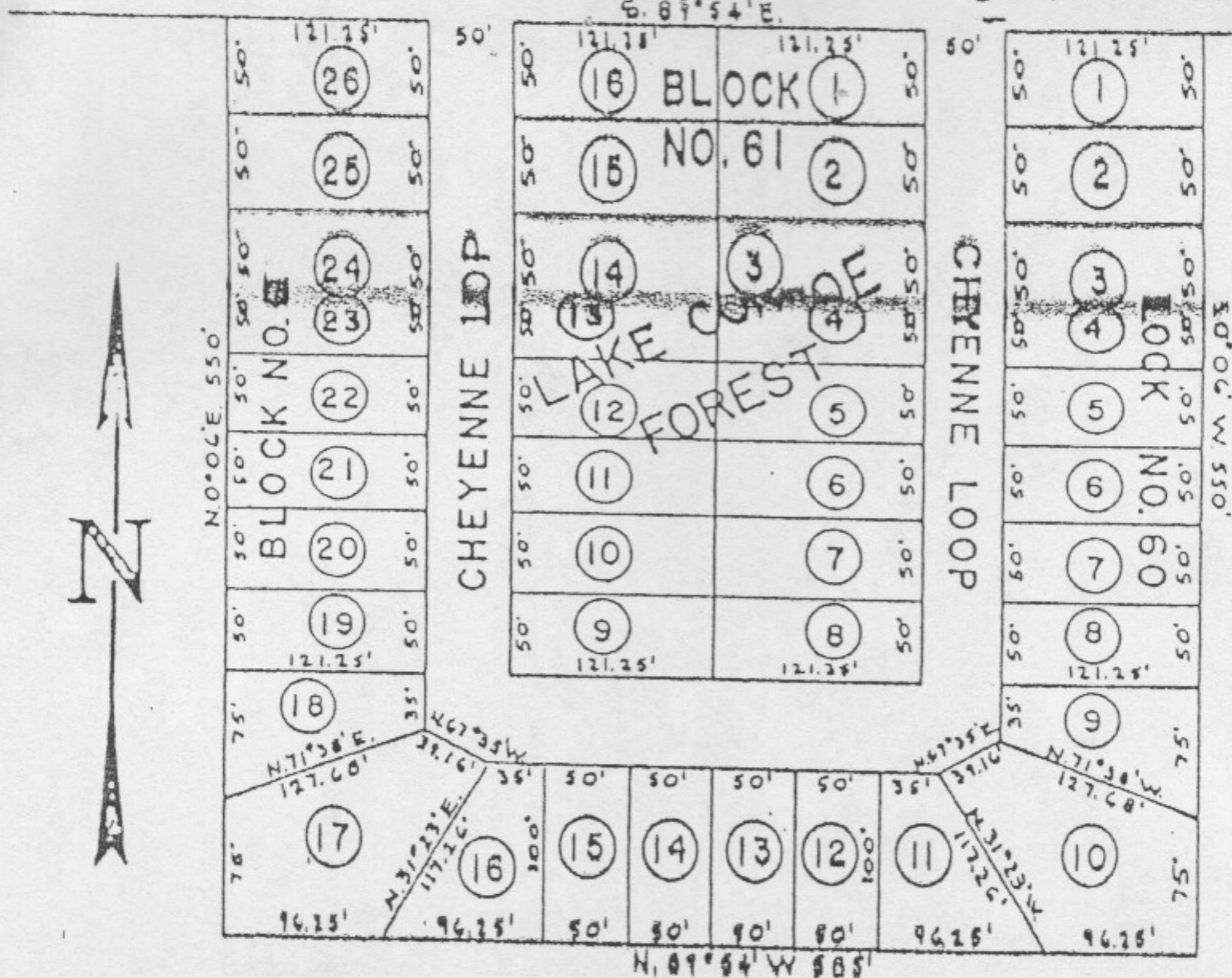


L. D. L. L. L.
Notary Public in and for Harris
County, Texas.

A true and correct copy, I hereby certify as the same appears in Vol 700 Page 331 of the Index records in the County Clerk's office in Montgomery County, Texas.
ROY HARRIS, County Clerk
By [Signature] Deputy

CHEYENNE ROAD

LYOL 700 PAGE 332



PLAT SHOWING LAKE CONROE FOREST REVISION OF LOT 10 AND THE EAST 195' OF LOT 9, BLOCK NO. 8. JOHN VINCE SURVEY, A-41, MONTGOMERY COUNTY, TEXAS.

SCALE 1 INCH = 100 FEET



THIS CERTIFIES THAT THIS PLAT CORRECTLY PRESENTS A SUBDIVISION WHICH WAS STAKED ON THE GROUND BY ME ON DECEMBER 8, 1969. IRON RODS WERE PLACED AT ALL CORNERS TO ESTABLISH PERMANENT CORNERS

Charles W. Hodges
 CHARLES W. HODGES,
 REG. PUBLIC SURVEY NO. 618

STATE OF TEXAS
 COUNTY OF MONTGOMERY

GUARDIAN DEVELOPMENT CORPORATION, THE OWNER OF THE PROPERTY SHOWN SUBDIVIDED IN THIS PLAT DO HEREBY MAKE SUBDIVISION OF SAME ACCORDING TO THE LINES SHOWN THEREON, AND DO HEREBY DESIGNATE SAME AS A REVISION OF LOT 10 AND THE EAST 195' OF LOT 9, BLOCK NO. 8 OF LAKE CONROE FOREST SUBDIVISION, AND DO HEREBY DEDICATE TO THE LOT OWNERS USE AS SUCH THE ROADS SHOWN THEREON, A 10' STRIP OF LAND IS HEREBY RESERVED ON EACH SIDE OF ROADS FOR UTILITY PURPOSES.

WITNESS OUR HANDS THIS 8 DAY OF DECEMBER A.D. 1969

Helme Schultz
 SECRETARY

Charles W. Hodges
 PRESIDENT

STATE OF TEXAS
 COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____ AND

KNOWN TO ME TO BE THE PERSONS WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND EXPRESSED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES, AND CONSIDERATIONS THEREIN EXPRESSED AND IN THEIR OFFICIAL CAPACITIES.

WITNESS MY HAND AND SEAL THIS 8 DAY OF DECEMBER A.D. 1969



Laverne Grier
 NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

A true and correct copy, I hereby certify as the same appears in Vol 700 Page 332 of the Deed records in the County Clerk's office in Montgomery County, Texas.

ROY HARRIS, County Clerk

Cherry

COUNTY OF MONTGOMERY KNOW ALL MEN BY THESE PRESENTS:

THAT Guardian Development Corporation is the owner in Fee Simple of certain properties, hereinafter described, in Lake Conroe Forest, a Subdivision in the John Vance Survey, Abstract 41, in Montgomery County, Texas. And it is the desire of the said Guardian Development Corporation to place certain covenants and restrictions upon the hereinafter described properties in said Lake Conroe Forest to run with the land, and shall inure to the benefit of all the owners, their heirs, successors and assigns as follows, to-wit:

Fully restricted residential area; dwellings constructed on any lot in the attached Exhibit "A", Blocks 60 & 61 of Lake Conroe Forest and dwellings constructed on all lots in Blocks 60 & 61 of Lake Conroe Forest will contain a minimum of 672 square feet of living area exclusive of open porches, carports, screened porches or garages.

No dwelling will be located on any lot or tract or portion of lots or tracts nearer to the front line than Twenty-Five (25) feet or nearer to a side line than Five (5) feet.

No building shall be erected off of the premises and moved onto said Subdivision. That is, no other building shall be moved from other premises into this Subdivision and all buildings or units shall be constructed and erected on said premises. In the event of a multistory dwelling unit, the ground floor area, exclusive of open porches and garages, shall not be less than six hundred (600) net square feet. Garages may be built attached to or separate from the dwelling proper.

SEQUENCE OF BUILDING: No housing for garage, servant's quarters, or other service function of the dwelling establishment shall be erected or placed upon any building site until construction of the dwelling proper has been started and is actually under way.

TEMPORARY STRUCTURES AND UTILITY BUILDINGS: No temporary building or structure will be erected on any lot in this Subdivision, nor will any building of any type or for any purpose be erected on any lot in this Subdivision prior to the construction of a dwelling, as per these restrictions. No temporary structures such as a trailer, tent, shack, shed, storage room or garage shall be used at any time on any building site in this Subdivision as either temporary or permanent residence.

No Noxious or offensive activity shall be carried on upon any lot in said Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance

A true and correct copy, I hereby certify as the same appears in Vol 700 Page 333 of the Dad records in the County Clerk's office in Montgomery County, Texas.

[Handwritten signature]

to the neighborhood.

Sanitation: No outdoor toilets, pits, or trenches will be allowed in said Subdivision. A septic system as approved by the County Health Officer of Montgomery County, Texas, must be installed and operative prior to occupancy. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Except that should said practice of keeping pets become noxious or offensive to the neighborhood, then said practice will be a violation of restrictions and not permissible.

Business and or Commercial activities are specifically disallowed. No person, firm or corporation will be allowed to carry on any business activities on these lots.

All lots sold in this Subdivision are subject to a monthly levy of Two and No/100 (\$2.00) Dollars per lot for maintenance of streets and recreational facilities. This fee may be levied at the option of Lake Conroe Forest Property Owners Association. Any such funds collected must be expended on maintenance as above stated and a semi-annual report made to the Property Owners in this development at the address registered by property owners with Guardian Development Corporation or said Directors or Governors. Mailing of such report to the last known address of each property owner will constitute compliance with regards to this requirement.

The abovementioned levy of Two and No/100 (\$2.00) Dollars per lot may be made on no more than Two (2) lots owned by any one owner. The amount of levy may be raised or lowered by a majority vote of the Property Owners at an election called by the above-mentioned Property Owners Association with authority, however, no person, group, or firm will have the authority to authorize a change in the fact that no owner will be levied upon to pay a maintenance fee on more than Two (2) lots.

Failure of a Property Owner to pay this levy will constitute a lien on the property so owned and the owner will forfeit the privilege of use of any and all of the available facilities in this Subdivision. Right to use of facilities will be restored only upon payment in full of levy, plus penalties of .50¢ a month for term of delinquency, and other charges in case a lien is filed.

Multi-ownership of any lot in this Subdivision, other than husband and wife ownership,

will exclude all such owners from use of recreational facilities in this Subdivision.

However, it is specifically stated that if one or more lots are sold to any purchaser by developer, Guardian Development Corporation, on a contract for Deed or Deed with Lien and Note and purchaser defaults in payments and said lot must be repossessed by Developer; then, developer will not be required to pay into the maintenance fund, whether administered by an association of authority or Guardian Development Corporation, and delinquent or unpaid dues or penalties accrued against said lot or lots; however, this stipulation does not by any means relieve the purchaser in default, who failed to pay said maintenance fees and/or penalties, and from who said lot was repossessed, of his personal liability to pay such delinquent dues and penalties, though such delinquency will not attach to property as a lien.

Guardian Development Corporation is specifically excluded from the requirement to pay dues on any lot said corporation is holding in this development for sale or resale.

Rules and Regulations governing the use of recreational facilities in this Development will be made and enforced by Lake Conroe Forest Property Owners Association. Persons violating said Rules and Regulations are subject to having their privilege of use of said facilities withdrawn by such party in authority.

Natural drainage in this Subdivision will not be diverted, retained, or blocked by any person or persons.

If the Parties hereto or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute in proceedings at Law or in equity against the person or persons violating or attempting to violate such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by Judgement or Court Order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1989, at which time said covenants shall be automatically extended for successive periods of ten years, unless, by vote of the then owners of the lots, it is agreed to change the said covenants in whole or in part, and an instrument in writing effecting such change shall have been recorded in the Deed Records of Montgomery County, Texas.

All reserved areas designated are excluded from these restrictions and none of the

A true and correct copy, I hereby certify
is the same appears in Vol 700 Page 335
of the Deed records in the
County Clerk's office in Montgomery
County, Texas.

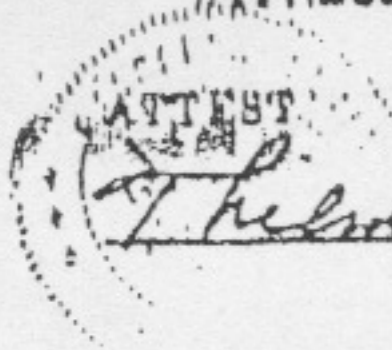
ROY HARRIS, County Clerk
Shea A. Harris Deputy

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Exhibit "B" Page 4.

conditions or covenants herein shall apply to these tracts.

WITNESS OUR HANDS this 29 day of DECEMBER, A. D. 1968.



Helma Schultz
Secretary

GUARDIAN DEVELOPMENT CORPORATION

Claude H. Townsend
Claude H. Townsend, President

THE STATE OF TEXAS 0
COUNTY OF HARRIS 0 CORPORATION ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Claude H. Townsend, President of GUARDIAN DEVELOPMENT CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GUARDIAN DEVELOPMENT CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of DECEMBER, A. D. 1968.

Laverne Lrier
Notary Public in and for Harris County, Texas.

FILED AND RECORDED
AT 11 O'CLOCK A. M.
JAN 12 1970
ROY HARRIS, Clerk
County Court, Harris County, Texas.
By [Signature]

A true and correct copy, I hereby certify as the same appears in Vol. 700 Page 336 of the Deed records in the County Clerk's office in Montgomery County, Texas.
ROY HARRIS, County Clerk
By [Signature] Deput