

400465 p. 531

THE STATE OF TEXAS)
COUNTY OF MONTGOMERY) 126447 KNOW ALL MEN BY THESE PRESENTS:

That We, Harris County Properties, Inc., with principal offices in Harris County, Texas, Owners, and W. S. Weisinger, Lienholder, on all of the lots of Lake Conroe Forest Subdivision as shown by the Map or Plat thereof as recorded in the Office of the County Clerk of Montgomery County, Texas, in Volume _____ Page _____ of the Map records of said County, do hereby place the following conditions, covenants and restrictions on said lots in said Subdivision for the use and benefit of each and every lot in said Subdivision and the owners thereof, their heirs, successors and assigns as follows, to-wit:

1. Fully Restricted Residential Area: Dwellings constructed on lots in this Subdivision shall contain a minimum of 672 square feet, exclusive of open porches, carports and garages.
2. No dwelling will be located on any lot or tract or portions of lots or tracts nearer to the front line than 25 feet or nearer to a side line than 5 feet.
3. No residence shall be erected or placed on any lot or tract or on portions of a lot or tract having a width of less than 60 feet at the minimum building setback line, nor shall any residence be erected or placed on any lot or tract or on any portion of a lot or tract having an area of less than 6,000 square feet.
4. 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 to the Neighborhood.
5. No temporary structures of any type will be constructed upon any lot in said Subdivision, nor shall any house or building be occupied unless the exterior is fully completed and sanitary sewer is installed and operative. It shall however be permissible to occupy a Trailer House on these premises, except that trailers may not be kept and occupied except as a convenience for vacation or camping and said trailers will be in violation of these restrictions if the tires

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are removed or if Trailer is jacked up or set on blocks or any other attempt is made to establish residence therein.

b. 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. 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.

7. Livestock and Poultry: Livestock and poultry, excluding swine may be kept, bred and raised upon these lots, except that should said practice become noxious or offensive to the Neighborhood, then said practice will be a violation of restrictions and not permissible.

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

9. 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, 1980, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority 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.

10. 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 Sub-division 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.

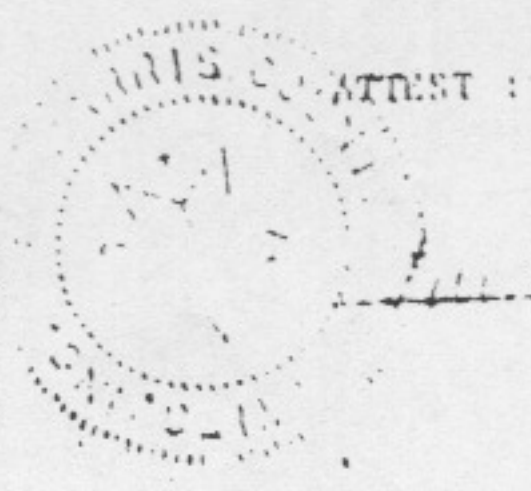
11. Invalidation of any one of these covenants by Judgment of Court Order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

* 12. All those lots in Block 6, 9, 10 and 11 are excluded from

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apply to or affect these lots or any of them.

WITNESS OUR HANDS AT Houston, Harris County, Texas, this
_____ day of July A. D. , 1959.



ATTEST :

Assistant Secretary

HARRIS COUNTY PROPERTIES, INC.,
OWNERS

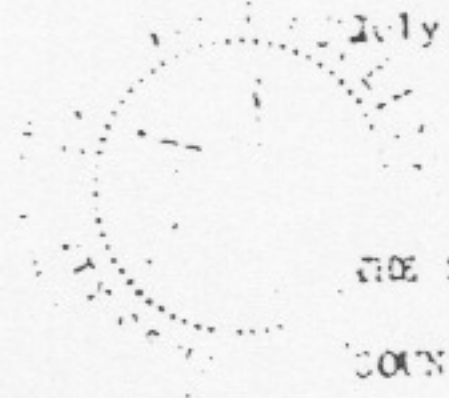
BY Claude H. Townsend
Claude H. Townsend, President

W. S. Weisinger
W. S. Weisinger, Lienholder

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary public in and for said County and State, on this day personally appeared Claude H. Townsend, President of Harris County Properties, Inc., 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 Harris County Properties, Inc., 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 14 day of July, A. D., 1959.

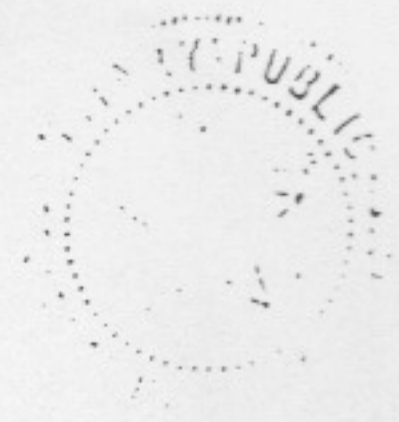


THE STATE OF TEXAS X
COUNTY OF HARRIS X

Therese ...
Notary Public in and for Harris County, Texas.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. S. Weisinger, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of July, A. D., 1959.



James ...
Notary Public in and for Montgomery County, Texas