

THE STATE OF TEXAS

Vol 713 PAGE 774

COUNTY OF HARRIS

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 9th day of July, A. D. 1976.

Claude H. Townsend
Notary Public in and for
Harris County, Texas.

VOL. 713 P/R

THE STATE OF TEXAS

Vol 713 PAGE 774

COUNTY OF HARRIS

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 9th day of July, A. D. 1976.

Claude H. Townsend
Notary Public in and for
Harris County, Texas.

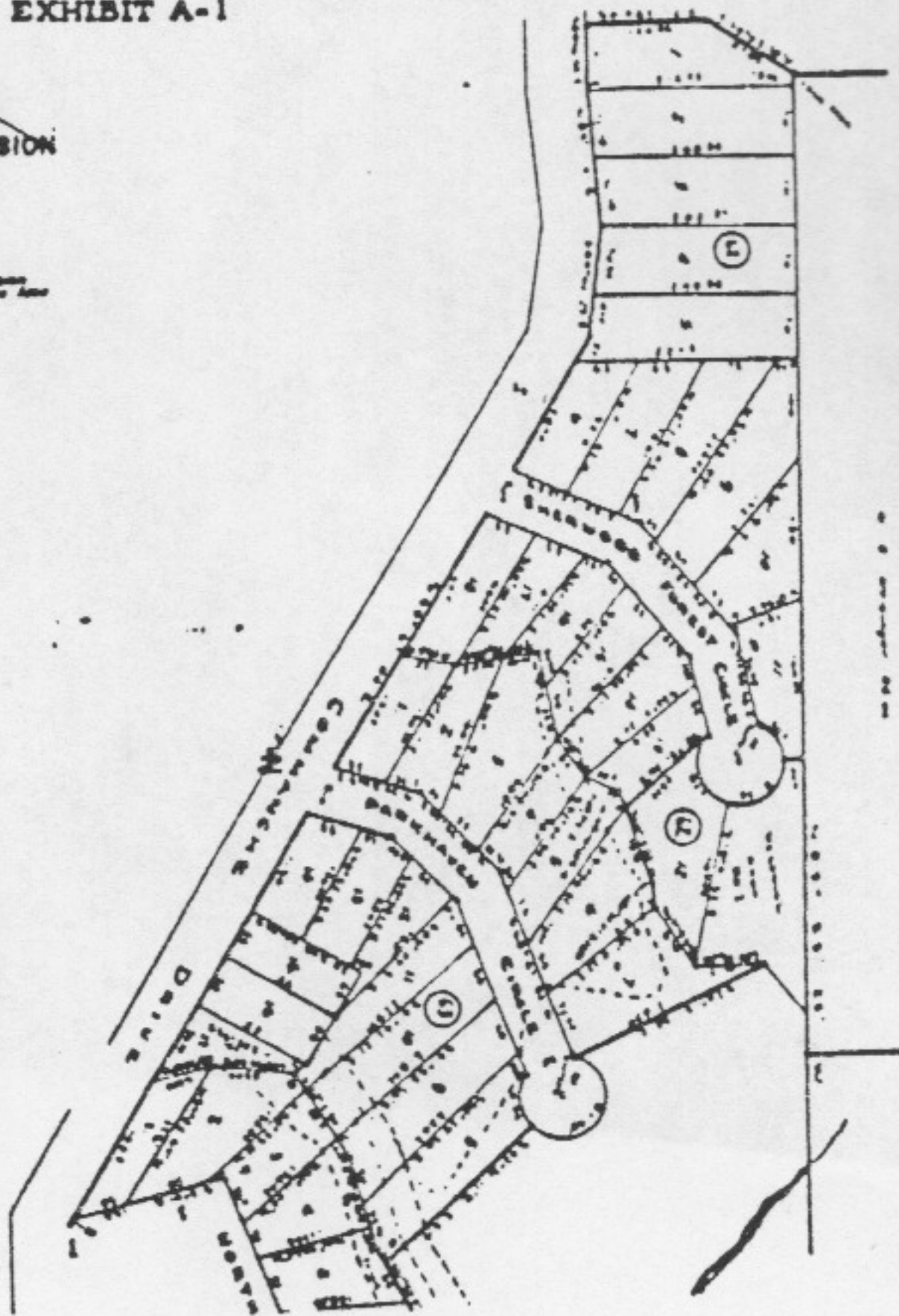
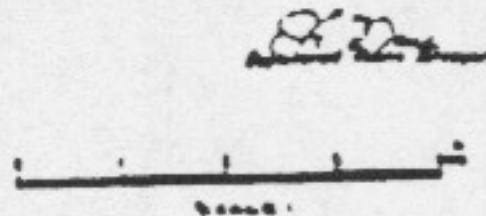
RESTRICTED
PROPERTY
DO NOT
REPRODUCE

VOL.
713
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PAGE 713 PAGE 775
EXHIBIT A-1

PLAT SHOWING SURVEY OF LOTS
IN LAKE CONROE FOREST SUBDIVISION
JOHN VINCE SURVEY, A-41
MONTGOMERY COUNTY, TEXAS

This is to certify that this plat correctly represents the subdivision
as shown on the ground by me on June 22nd, 1970. All corners have
been set and every other point is permanently marked.



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 Block 5 and 6 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 9th day of July, A.D. 1970.

Thelma Schulte
Secretary

Claude H. Townsend
President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared Claude H. Townsend and Thelma Schulte, known to me to be the persons whose names 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 9th day of July, A.D., 1970.

del. Not. R. Granberry
Notary Public in and for Harris
County, Texas.

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DO NOT
DUPLICATE

EXHIBIT A-2

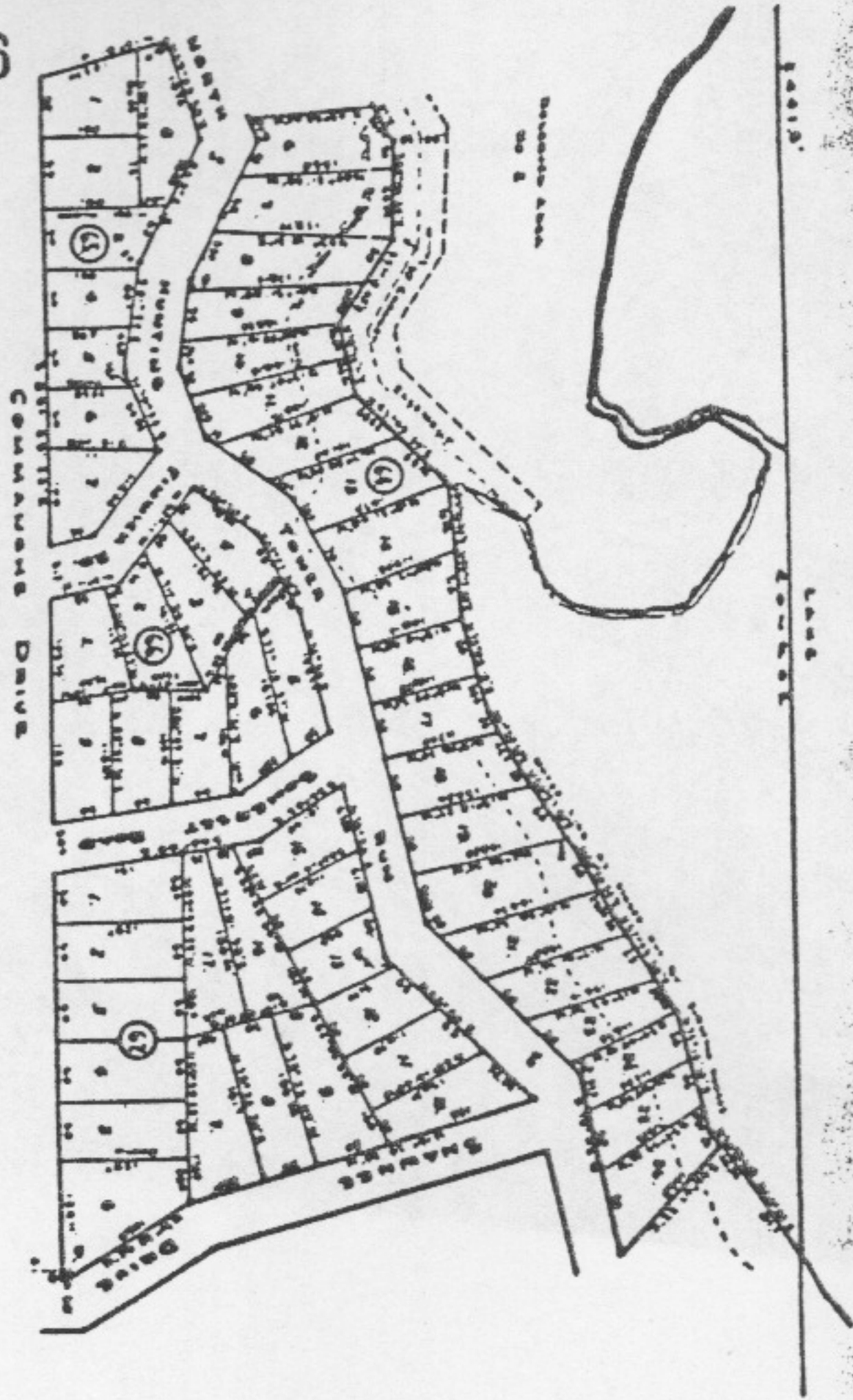
Vol 713 page 776

VOL. 713 PIR

PLAT SHOWING SURVEY OF LOTS IN LAKE CONROE FOREST SUBDIVISION JOHN VINCE SURVEY, A-41 MONTGOMERY COUNTY, TEXAS

This is to certify that this plat correctly presents a subdivision as shown on the ground by me on June 1, 1970. All corners have been set using iron pins for permanent markers.

[Signature]



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 Block 5 and 6 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 9th day of July, A.D., 1970.

Thelma Schulte
Secretary

Claude H. Townsend
President

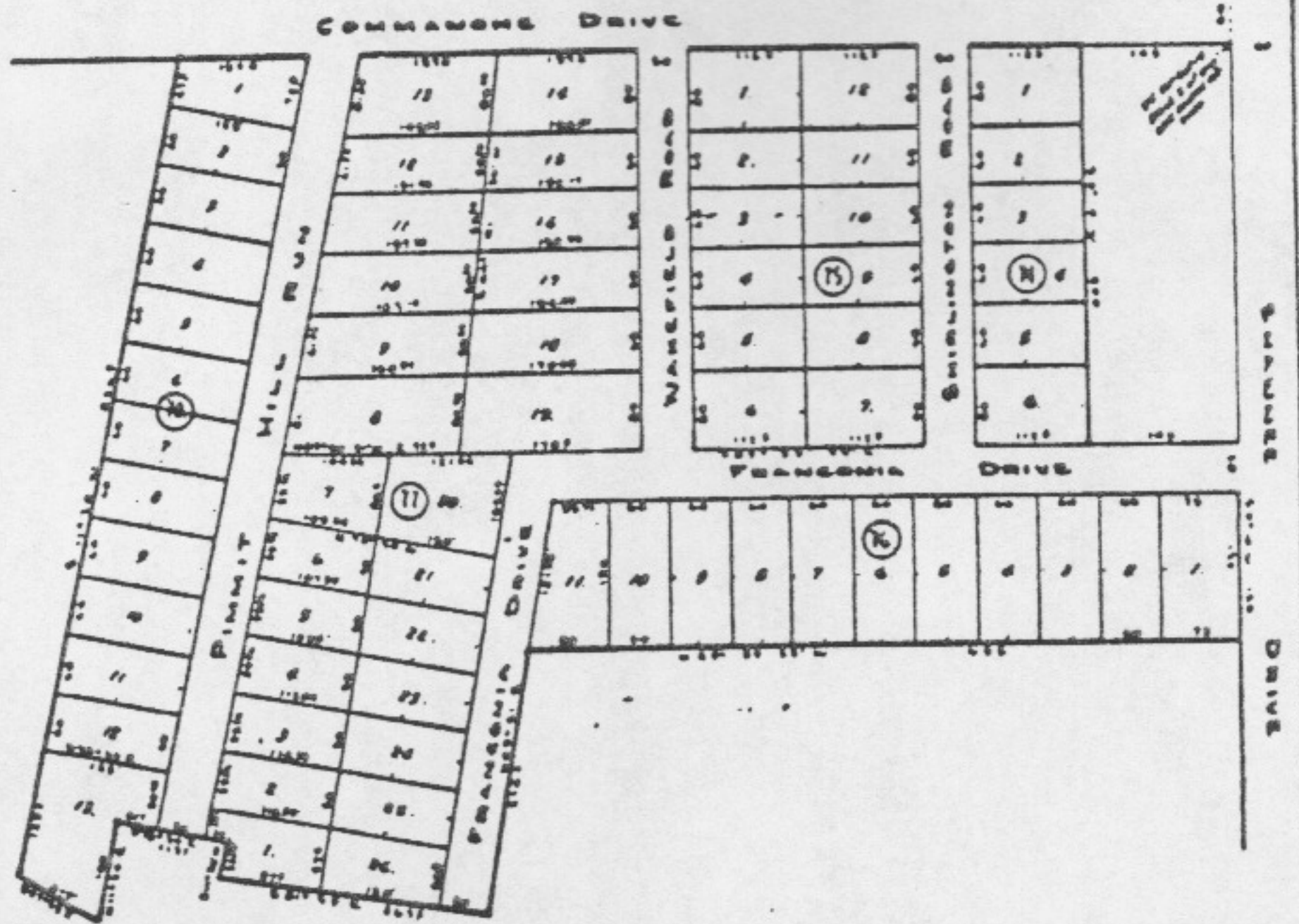
STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared Claude H. Townsend and Thelma Schulte, known to me to be the persons whose names 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 9th day of July, A.D., 1970.

Notary R. Greabury
Notary Public in and for Harris
County, Texas.

REPRODUCED
COPY
SO NOT
REPLICATED



PLAT SHOWING SURVEY OF LOTS
 IN LAKE CONROE FOREST SUBDIVISION
 JOHN VINCE SURVEY, A - 41
 MONTGOMERY COUNTY, TEXAS

This is to certify that this plat correctly presents a subdivision as shown on the ground by me on April 2 Day, 1970. All surveys have been set along with points for permanent markers.

19
 [Signature]
 [Scale bar]

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 Block 5 and 6 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 9th day of July A.D. 1970.

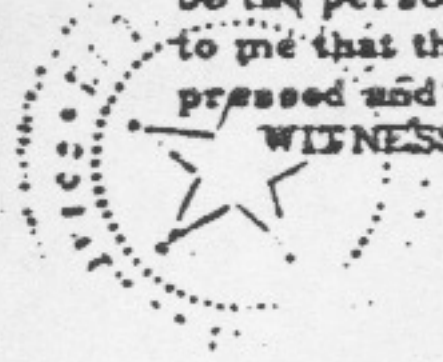
Thelma Seville
 Secretary

[Signature]
 President

STATE OF TEXAS
 COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared Cleric M. [Signature] and Thelma Seville, known to me to be the persons whose names 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 4th day of July, A.D., 1970.



del Mark R. Granberry
 Notary Public in and for Harris
 County, Texas.

B.T. 4

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DEEDS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GUARDIAN DEVELOPMENT CORPORATION is the owner of that certain subdivision known as LAKE CONROE FOREST in Montgomery County, Texas; and

WHEREAS, for the benefit of both future and present owners in said subdivision, it is the desire of said corporation to cancel one provision and to amend a second provision of the property restrictions contained in an instrument dated July 9, 1970 and recorded in Volume 713 on page 778 of the Deed Records of Montgomery County, Texas; and

WHEREAS, it is the further desire of said corporation to extend said restrictions, as amended by this instrument, to cover and to be impressed upon Blocks 79, 80 and 81 in said subdivision;

NOW, THEREFORE, in consideration of the premises, said amendments to the instrument dated July 9, 1970, together with that part of said instrument, as amended herein, containing property restrictions which will be impressed upon Blocks 79, 80 and 81 in said subdivision, are as follows:

I.

The provision contained in said instrument dated July 9, 1970 and recorded in Volume 713 on page 778 of the Deed Records of Montgomery County, Texas which reads "Subject to Architectural Control Committee Approval", wherever it might appear in said instrument, is hereby in all things cancelled and shall hereafter be held for naught.

II.

The provision contained in said instrument which reads "Multi-ownership, other than husband and wife ownership, will exclude all such owners from use of recreational facilities in this Subdivision." is hereby amended so that it will hereafter read as follows: "If property in the subdivision is purchased by a business establishment, whether a company or a corporation, the use of recreational facilities within the subdivision shall be limited to the chief executive officer and to his immediate family."

III.

Subject to the preceding amendments, the restrictions and provisions contained in instrument dated July 9, 1970 and recorded in Volume 713 on

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page 778 of the Montgomery County Deed Records are hereby adopted as the restrictions and provisions to be impressed and they are, hereby, impressed, on Blocks 79, 80 and 81 in said subdivision EXCEPT, however, that dwellings constructed on lots in said Blocks 79, 80 and 81 shall contain a minimum of 1000 square feet of living area exclusive of screened in or open porches and carports or garages.

EXECUTED this, the 29th day of April, 1975.

GUARDIAN DEVELOPMENT CORPORATION
By Claude H. Townsend
President

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, 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 and deed of the said GUARDIAN DEVELOPMENT CORPORATION and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this, the 29th day of April,



Elizabeth J. Lawrence
Notary Public in and for Harris County,
Texas

FILED FOR RECORD
AT 7 O'CLOCK PM

MAY 5 1975

ROY HARRIS, Clerk
County Court, Montgomery Co., Tx.
By Deputy Deputy

7580-10-621

9039B 3

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163-01-0676

THE STATE OF TEXAS

I

COUNTY OF MONTGOMERY

I

REAL PROPERTY RECORDS

SUBORDINATION OF MAINTENANCE FUNDS ASSESSMENT

WHEREAS, in that certain instrument recorded in Volume 926, Page 128, in the Deed Records of Montgomery County, Texas, there is reserved a lien in favor of LAKE CONROE FOREST HOMEOWNERS' ASSOCIATION on all lots set forth in said instrument to secure the payment of an annual maintenance charge which lien attaches to all lots referred to in said instrument; and,

WHEREAS, LAKE CONROE FOREST HOMEOWNERS' ASSOCIATION desires to subordinate and make inferior its lien to secure the payment of maintenance charges as set forth below.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT LAKE CONROE FOREST HOMEOWNERS' ASSOCIATION, acting herein in the usual and regular course of its business by and through its proper officers, hereunto duly authorized, for a valuable consideration, the receipt of which is hereby acknowledged, does hereby agree that its lien, referred to in the instrument above set forth, now held as security for the payment of maintenance fees against the property above set forth, shall be SECONDARY, SUBORDINATE and INFERIOR to all liens, present and future, GIVEN, GRANTED and CREATED by or at the instance and request of the owner of any such lot or lots to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such lot or lots.

EXECUTED this the 22nd day of September.

LAKE CONROE FOREST HOMEOWNERS ASSOCIATION

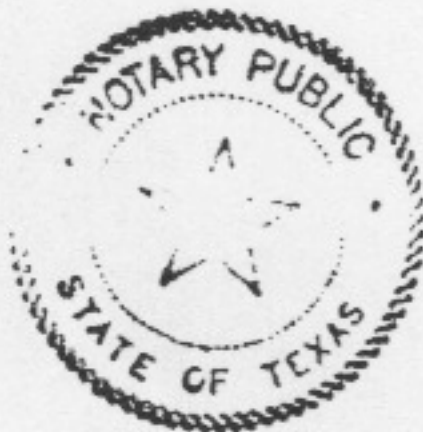
By L.S. Demanche
Treasurer

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

I
I

This instrument was acknowledged before me on the 22nd day of September, 1982, by L.S. Demanche.

David L. Polder
Notary Public, State of Texas



Return TO:
Steward Title
3710 A West Davis
Conroe T.

STATE OF TEXAS

EXHIBIT "B"

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COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Guardian Development Corporation is Owner in fee simple of that certain Subdivision known as Lake Conroe Forest Subdivision in Montgomery County, Texas, and it is the desire of said Guardian Development Corporation to place the following covenants and restrictions on Blocks 62, 63, 64, 65, 66, 67, 74, 75, 76, 77, and 78 of the above mentioned Subdivision and Owners thereof respectively, and shall constitute covenants running with the land and shall insure to the benefit of all the Owners herein, their heirs, successors and assigns as follows, to-wit:

Fully restricted residential area: Dwelling constructed on lots in Blocks 62, 63, 65, 66, and 67 of this Subdivision will contain a minimum of 1,200 square feet exclusive of open porches, carports and garages, and screened in porches. Such minimum area to include only enclosed living area. Subject to Architectural Control Committee Approval.

Fully restricted residential area: Dwellings constructed on lots in Block 64 of this Subdivision will contain a minimum of 1,400 square feet exclusive of open porches, carports and garages, and screened in porches. Such minimum area to include only enclosed living area. Subject to Architectural Control Committee Approval.

Fully restricted residential area: Dwellings constructed on lots in Block 74, 75, 76, 77 and 78 of this Subdivision will contain a minimum of 1,000 square feet exclusive of open porches, carports and garages, and screened in porches. Such minimum area to include only enclosed living area. Subject to Architectural Control Committee Approval.

No dwelling shall 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 lots. 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 multi-story dwelling unit, the ground floor area, exclusive of open porches and garages, shall not be less than eight hundred (800) 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. No building shall be under construction for a period to exceed 6 months from date of beginning of construction.

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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, shack, shed, storage room, mobile home 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 this Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance 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

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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 whom 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 Judgment or Court Order shall in no

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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, 1990, 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 conditions or covenants herein shall apply to these tracts.

WITNESS OUR HANDS this 9th day of July, A. D. 1970.

ATTEST:

GUARDIAN DEVELOPMENT CORPORATION

Thelma Schulte
Secretary

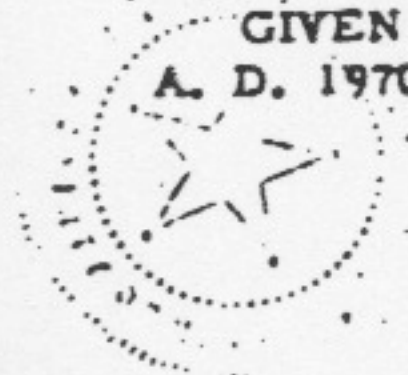
Claude H. Townsend
President

THE STATE OF TEXAS 0
 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 9th day of July, A. D. 1970.



Del Monte R. Granberry
Notary Public in and for
Harris County, Texas.

FILED FOR RECORD
AT 3 O'CLOCK P.M.

JUL 15 1970

ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
[Signature]

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