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DEEDS

THE STATE OF TEXAS

0 LAKE CONROE FOREST RESTRICTION

COUNTY OF MONTGOMERY

0  
0 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 79, 80 and 81 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: Dwellings constructed on Lots 1 through 5 in Blocks 79 and Lots 1 through 4 in Block 81 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.

Fully restricted residential area: Dwellings constructed on Lots 6 through 18 in Block 79 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 5 through 8 in Block 80 and Lots 3 through 7 in Block 81 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.

No dwelling shall be located any 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.

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.

All dwellings must be connected to a sewage disposal system prior to occupancy.

Livestock and Poultry: No animals, livestock or poultry of any kind shall be

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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 Owner's 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 of vote of the Property Owners at an election called by the above mentioned Property Owner's 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 the husband and wife ownership, will exclude all such owners from use of recreational facilities in this Subdivision.

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 Owner's 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.

Until such time as water and sewer taps are made for each separate residential

lot, and water and sewer service is commenced, there shall be levied against every individual residential lot, severally, a standby charge not to exceed \$5.00 per month. Such charge shall be fixed from time to time by the Developers or Property Owners Association which charge shall be due and payable in monthly installments in advance; and the payment of such standby charge or charges shall be and is secured by a lien as hereby created. The Guardian Development Corporation does hereby reserve unto itself, its successors and assigns, and establish and impose a lien, thereby securing the assessment as herein set forth for the prescribed utility standby charge.

This lien so established, may be foreclosed upon after notice of delinquency to the owner of any lot, as and in the same manner as is provided for the foreclosure of a mortgage upon real property under the laws of the State of Texas, just as though Guardian Development Corporation had retained a vendor's lien, and possessed a Deed of Trust and note against said lots. Any such action of foreclosure will entitle the lien holder to reasonable attorney's fees and other allowed cost and penalties.

It is specifically stated herein that all property held by Guardian Development Corporation, its successors and assigns for sale or re-sale within this subdivision is hereby totally exempt from any and all of these requirements and no lien shall become effective on any property herein until said property is sold to a bonafide purchaser by contract or deed.

Such standby charge, the liens securing the payment thereof, and the right and responsibility for the enforcement thereof are hereby retained by the developers in consideration of its furnishing or proposing to furnish such water and sewer service to such residential lot or lots. Such charge, and all liens securing the payment thereof, shall be released and discharged automatically (without further action) on any lot upon the conveyance of any lot to the initial person or persons who will reside on the property and the completion of a dwelling or residence on the property. Such completion may be evidenced by the creation and recordation of the first lien mortgage or deed of trust on the improved property or by the execution of a release by the holder of said lien or by the Board of Directors of the said utility district of the lien created hereunder to secure the standby charge.

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 violations.

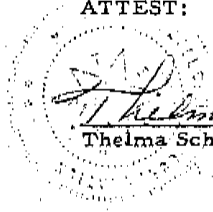
Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

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, 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 2nd day of July, A. D., 1971.

ATTEST:



Thelma Schulte  
Thelma Schulte, Secretary

GUARDIAN DEVELOPMENT CORPORATION

Claude Townsend  
Claude Townsend, President

THE STATE OF TEXAS           0  
  0  
COUNTY OF MONTGOMERY   0   CORPORATION ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Claude 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 2nd day of July, A. D., 1971.



Jeanine Lightner  
Notary Public in and for  
Montgomery County, Texas.

FILED FOR RECORD  
AT 4 O'CLOCK P.M.  
AUG 2 1971

ROY HARRIS, Clerk  
County Court, Montgomery Co., Tex.  
By C. Harris Deputy