

RESTRICTIONS AND COVENANTS APPLICABLE TO ARTESIAN FOREST, SECTION III, A SUBDIVISION IN THE DENWARD JAMES SURVEY, ABSTRACT NO. 289, IN MONTGOMERY COUNTY, TEXAS.

STATE OF TEXAS []

COUNTY OF MONTGOMERY []

WHEREAS, McDade Estates, Inc., a Texas Corporation of Montgomery County, Texas, is the owner in fee simple of the hereinafter described premises in Montgomery County, Texas:

Being ARTESIAN FOREST, Section III, a subdivision located in the Denward James Survey, Abstract No. 289, in Montgomery County, Texas, as per map or plat of said subdivision recorded in Volume 11, Page 61, Map Records of Montgomery County, Texas,

and,

WHEREAS, it is the desire of said owner of said Subdivision for the purpose of insuring harmonious, pleasant and satisfactory living conditions in a residential subdivision, and to insure means for mutually safe-guarding and enhancing the value of investments in said subdivision by each property owner therein, to fix and adopt the restrictions and covenants set forth hereinafter, which said restrictions, covenants and provisions shall govern the development and use of said subdivision, and shall be binding upon the undersigned, its successors, heirs, legal representatives, or assigns, for the term stipulated herein.

GENERAL PROVISIONS

1. TERM: These covenants, restrictions, and/or provisions are to run with the land and shall be bind on all parties and all persons claiming under them for a period of twenty-five (25) years from date; after which time said covenants, restrictions and provisions shall be automatically extended for successive ten (10) year periods, unless an instrument signed and acknowledged by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part at the expiration of any such ten (10) year period.

2. SEVERABILITY: Restrictive covenants and each part of any covenant shall be held severable in that the invalidation of any covenant or part thereof by Court Judgement shall not run to any other provisions by restrictive covenants, and said other provisions shall remain in full force and effect.

3. ENFORCEMENT: Enforcement of restrictive covenants shall be by proceedings at law or in equity against any person or parties violating or attempting to violate any restrictions, covenants or terms, and legal remedy shall lie in restraint of violation or in recovery of said damages. The right of legal action in enforcement shall accrue to any owner of property in this subdivision or any claimant thereunder, and to any political unit or government authority having jurisdiction in the matter in question.

4. LIENS: Liens upon any lot, building site or tract of land in this subdivision given to secure payment of notes for purchase money advanced, or for improvements made or to be made, or for the extension or renewal of such indebtedness or notes, or any part thereof, shall not be invalidated or affected in any way by any violation of these covenants on the part of any person or party acquiring any such lot, building site or tract of land; such liens shall remain in full force and priority in the case of any court judgment against such owner of such lot, building site or tract of land; said premises shall remain subject to such liens; and no release of any restrictive covenants, or any part thereof, shall be construed as against the original purchaser, his heirs, executors, administrators, assigns, or successors, as the case may be; and sale under a foreclosure of such liens as hereinabove recited shall pass title to such premises subject to the restrictive covenants then in effect.

5. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Part 6 hereof.

6. ARCHITECTURAL CONTROL COMMITTEE: The architectural control committee is composed of S. A. Kasmiersky, Ronald E. Buford, and J. E. Neves, all of Conroe, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation of services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it any of its powers and duties.

7. PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. EASEMENTS: It is understood and agreed that the easements granted herein are reserved as permanent easements for the purpose set forth in said paragraphs and are not subject to the time limit applicable to other restrictions.

RESTRICTIONS

1. LAND USE: No lot, building site, or tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single dwelling house not to exceed two and one-half stories in height and a private garage for the family vehicles. No business of any type, kind or character, or apartment house nor any occupation or business for commercial gain or profit shall be done or carried on on said residential area. All parts of said Subdivision are hereby designated as a residential area.

2. EASEMENTS: Easements as shown and called for on the official plat of said Subdivision have been dedicated for the installation, operation, and maintenance therein of utilities servicing the needs of residents in this Subdivision. Ground easements are drawn and marked on the official plat. All facilities of storm sewers, water mains, sanitary sewers, gas mains, electric power lines and telephone lines will be installed upon street right-of-way and easements as dedicated on the official plat. Title to all utility systems and to all parts thereof shall remain vested in the person, firm, corporation, political unit having due and legal authority to install, own and operate such system, and no right of ownership therein or of any part thereof shall pass to any owner of real property in this Subdivision by virtue of such ownership. The owners of utility systems shall have the rights of ingress and egress for purposes of installation, operation, and maintenance, and, for like purposes, shall have prior rights in the use of land under easement as against the owner of such land.

3. BUILDING SITES: A building site consists of one lot, or one or more lots or parts of lots, or parts of two adjoining lots. Building sites made up of fractional parts of adjacent lots shall be no smaller in area and have no less footage than the larger of the two lots as shown on the official plat, if there be any differences between the size of the two lots involved. Under no circumstances shall a residence be built on less than one whole lot as dedicated on the official plat.

4. BUILDING TYPE AND SIZE: The building erected upon any building site shall consist of not more than one one-family dwelling establishment. No building shall be erected upon any building site; nor any building altered, placed or permitted to remain on such site other than one detached one-family dwelling, together with housing space for usual family requirements, such as garage, household laundry, storage, or servant's quarters. The covered part of the dwelling proper, exclusive of garage shall contain no less than one thousand (1000) square feet on one story dwellings, and shall contain no less than one thousand five hundred (1500) square feet on two story dwellings. Said square foot areas shall be measured exclusive of open porches, garages, and servant's quarters. Garages may be built attached to or separate from the dwelling proper. All buildings constructed shall have either concrete slabs or solid beam foundations and no concrete block or brick pier foundations shall be used with void spaces between piers along sides of unit. All buildings shall be of new construction and completed within 120 days on the outside, and painted with two coats of paint if of frame construction. No concrete blocks shall be used in the construction of any residence or outbuilding.

5. BUILDING LOCATION ON SITE: For these purposes, porches, stoops, bays, and covered areas are considered a part of the building. No part of any building shall be closer than twenty (20') feet from the front property line and shall be no closer than five (5') feet to interior side division lines of building sites. The drip line of eaves shall be kept back from side and back property lines by at least one foot. In cases where building done adjacent to easements, encroachments upon such easements by any part of such building, including foundations and eaves, shall be at the owner's risk. All residences to be constructed shall be erected with the front thereof facing the street with the smallest area adjacent to said lot. That is, the residence shall be erected fronting on the street adjacent to the smallest frontage of said lot.

6. 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 underway.

7. TEMPORARY STRUCTURES: No temporary structures such as a tent, shack, shed, a storage room, or garage shall be used at any time on any building site in this Subdivision as either temporary or permanent residence.

8. WATER SUPPLY: Water for this Subdivision will be provided by distribution lines connected to the water system of Artesian Forest Water Department, its successors or assigns, and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used.

9. SANITARY SEWERS: No cesspool or other individual sewage system shall be constructed or used on any lot except a septic tank system approved by the state and county health officers. Use of outside toilets shall not be permitted under any circumstances. No affluent line shall be discharged into any drainage line or ditch. At such time as the City of Conroe, Montgomery County, Texas, should furnish sanitary sewer lines adjacent to or connecting with said Subdivision, all property owners shall be and are hereby required to use such sanitary sewer facilities and to connect into said sewer lines at the property owner's expense. At such time, the use of septic tanks will no longer be permitted. All sewer systems shall be approved by the Architectural Control Committee and shall meet the requirements set by the State and County health officers and the Architectural Control Committee.

10. NUISANCES: No nuisance shall be maintained nor any obnoxious or offensive activity carried on upon any lot, building site or tract of land in this Subdivision, nor shall anything be done thereon which may or might become a nuisance to the neighborhood.

11. GARBAGE AND TRASH DISPOSAL: Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any resident of this Subdivision is or any be created. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. ON-THE-STREET PARKING: At all times those areas of street right-of-way between pavement and property lines shall be maintained from encumbrances by personal or private property, except for the routine parking of passenger vehicles in operable condition and in reasonably regular use.

13. SIGNS: No signs consisting of advertising display or devices of any type or kind shall be in public view on any building site in this Subdivision, except for builder's signs during the construction and sales period, or to advertise a property for sale, in which latter case one installation on the building site of not more than five (5) square feet of sign space shall be the maximum allowable.

14. PETS, POULTRY, AND LIVESTOCK: No animals of any kind, livestock, or poultry 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.

15. MINERAL DEVELOPMENT: No oil well drilling, oil development operation, or oil refining of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks or mineral excavations be permitted on any lot. No derrick or other structures designed for use in drilling for oil, or natural gas shall be erected, maintained or permitted upon any of said lots; provided, however, that this provision shall not prevent the leasing of the land above described or any portion thereof, for oil, gas, and mineral purposes and the development of same, it being contemplated that said premises or portions thereof may be developed from adjacent lands by directional drilling operations.

16. FIREARMS: The use or discharge of pistols, rifles, shot guns, or other firearms is expressly prohibited on any part of the property.

17. Each dwelling constructed within said Subdivision shall be required to have a 1/2 inch gas outlet in front and one gas light shall be required.

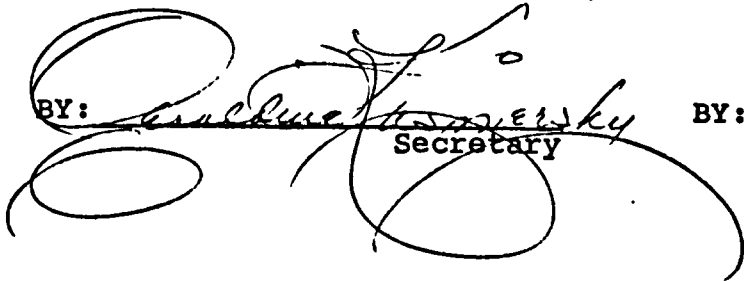
18. That the designated owners herein, their successors or assigns shall not use the above described premises, nor any part thereof, or all of same be used for treating persons afflicted with tuberculosis or disease that are contagious or infectious nor shall any sanitarium ever be erected or placed thereon for any such purposes.

19. OPTION TO RE-PURCHASE: In the event that any grantee, his heirs, assigns or legal representatives, desire to sell their interest in any lot or lots or any portion thereof at any time in the future, they shall give Owner, McDADE ESTATES, INC., its successors, or assigns the first refusal to purchase said property at the same price and under the same terms which the proposed seller has been offered for said premises. In the event that Owner, its successors or assigns offer the same price and terms which the proposed Seller has been offered for the said premises, the proposed Seller, his heirs or assigns, or legal representatives agree to re-convey to Owner, but if Owner shall fail within fifteen (15) days from the receipt of such written offer to exercise such option, then the proposed seller shall be free to sell said premises to the purchaser of his choosing.

EXECUTED this the 1st day of October, A. D. 1973.

ATTEST:

McDADE ESTATES, INC.

BY:  Secretary

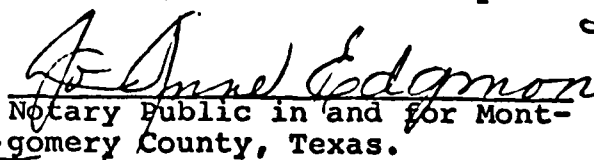
BY:  S. A. Kasmiersky, President.

STATE OF TEXAS []

COUNTY OF MONTGOMERY []

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared S. A. KASMIERSKY President, 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 McDADE ESTATES, 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 1st day of October, A. D. 1973.

 Notary Public in and for Montgomery County, Texas.

Return to Darden Fowler & Creighton, Conroe Texas 77301

JO ANNE EDGMON

Filed for Record at 3 o'clock P.M. 10-3-1973 ROY HARRIS
Clerk of County Court, Montgomery Co., Texas-37
Notary Public Deputy