

8731852 DECLARATION OF COVENANTS AND RESTRICTIONS

1.841 ACRES OUT OF UNRESTRICTED RESERVES C AND D, PELICAN BAY,  
SECTION ONE, MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

THIS DECLARATION, made on the date hereinafter set forth by LEFCO CORPORATION, a Texas corporation, hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner of that certain 1.841 acre tract of land (herein sometimes referred to as the "Property") described on Exhibit A which is attached hereto, incorporated by reference herein and made a part hereof for all purposes, which said Property is a portion of and out of UNRESTRICTED RESERVES C AND D in a subdivision known as "PELICAN BAY, SECTION ONE" according to the plat of said subdivision recorded in the office of the County Clerk of Montgomery County, Texas, on the 19th day of August, 1985, after having been approved as provided by law, and being recorded in Cabinet E, Sheet 119B, 120A, 120B and 121A, of the Map Records of Montgomery County, Texas (hereinafter referred to as "The Subdivision"); and,

WHEREAS, Developer desires to place certain restrictions, covenants, conditions, stipulations and reservations (herein sometimes referred to as "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvements and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said Subdivisions;

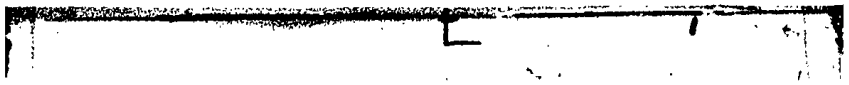
NOW, THEREFORE, the Developer hereby adopts, establishes and imposes upon that certain 1.841 acre tract of land described in Exhibit A, out of and a part of UNRESTRICTED RESERVES C AND D, PELICAN BAY, SECTION ONE, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof as hereinafter set forth:

Reservations, Exceptions and Dedications

1. Each Contract, Deed or Deed of Trust which may be hereinafter executed with respect to any property in the above described 1.841 acre tract of land out of and a part of UNRESTRICTED RESERVES C AND D, PELICAN BAY, SECTION ONE, shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

2. Duration. The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of fifty (50) years from the date hereof, at which time the provisions hereof shall automatically extend for successive periods of ten (10) years each, unless prior to the expiration of the initial fifty (50) year period or a successive ten year period, the then owners of a majority of lots in Pelican Bay

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Subdivision obtain the consent of the U. S. Army Corps of Engineers to terminate or amend these restrictions and thereupon file an instrument for record in the office of the Montgomery County Clerk terminating or amending these restrictions.

3. Enforcement. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer or for any person or persons owning an interest in the Property (or in any other Section of Pelican Bay) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

4. Partial Invalidity. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

5. Effect of Violations on Mortgagees. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained, including said Reservations, Restrictions and Covenants.

6. Easement. An easement is hereby granted to the public for the exclusive purpose of establishing and maintaining a refuge and breeding ground for wild game, fish and other aquatic water life upon the property. It being the intention of the Developer to allow the property to remain in its natural state and condition as a natural wildlife habitat and breeding ground.

7. No Construction or Building. No construction, building or other improvements shall be located on any portion of the Property.

8. Bulkheading. No bulkheading, removal of the existing rocks, or other improvements to the shoreline of Lake Conroe shall be permitted or allowed upon the Property without the express permission of the U. S. Army Corps of Engineers.

9. Use. The property shall not be used for any purpose other than as a natural wildlife refuge.

10. Vehicles. No motorized vehicles of any size or type shall be permitted upon the property.

11. Binding Effect. All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

Developer:

LEFCO CORPORATION

By Philip Lefevre  
Philip Lefevre, President

Lienholder:

NORTHWEST BANK & TRUST

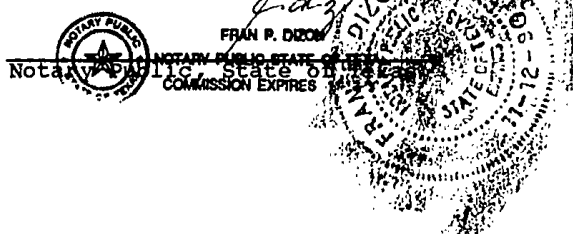
By Robert M. Dunson, Jr.  
Robert M. Dunson, Jr. Brooks H Mc Gee  
Executive Vice President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared PHILIP LEFEVRE, President of LEFCO CORPORATION, a Texas corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8<sup>th</sup> day of July, 1987.

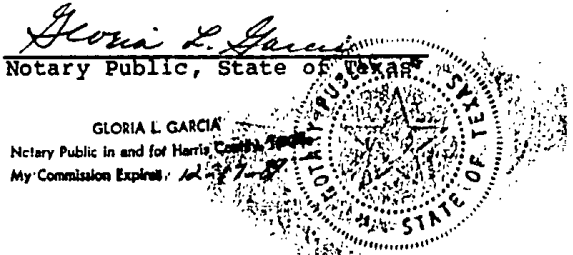


STATE OF TEXAS §

COUNTY OF MONTGOMERY § Brooks H Mc Gee

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT M. DUNSON, JR., Executive Vice President of NORTHWEST BANK & TRUST, 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, in the capacity therein stated and as the act and deed of Northwest Bank & Trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13<sup>th</sup> day of July, 1987.



RECORDER'S MEMORANDUM  
ALL BLACKOUTS, ADDITIONS AND  
CHANGES WERE PRESENT AT THE TIME  
THE INSTRUMENT WAS FILED AND RE-  
CORDED.

BEING a 1.841 acre tract of land situated in the Timothy Cude Survey, A-12, Montgomery County, Texas. Said tract being out of and a part of Unrestricted Reserves "C" and "D", Pelican Bay Section One, and being more particularly described as follows:

BEGINNING at the Northwest corner of Unrestricted Reserve "D" and the most Northerly corner of Unrestricted Reserve "C", Pelican Bay Section One as recorded in Cabinet "E", Sheets 119B-121A, Map Records, Montgomery County, Texas. Same being the intersection of the south R. O. W. of F. M. Highway 1097 with the east R. O. W. of Pelican Boulevard;

THENCE S 74° 11' 26" E, along the south R. O. W. of F. M. Highway 1097, a distance of 235.76 feet to a point for corner;

THENCE S 04° 52' 44" E, leaving the south R. O. W. of F. M. 1097, a distance of 79.68 feet to a point for corner:

THENCE S 35° 10' 32" W, a distance of 33.18 feet to a point for corner;

THENCE S 09° 02' 44" E, a distance of 23.00 feet to a point for corner;

THENCE S 63° 59' 03" E, a distance of 41.39 feet to a point for corner;

THENCE S 51° 04' 10" E, a distance of 39.25 feet to a point for corner;

THENCE S 23° 13' 05" E, a distance of 25.37 feet to a point for corner;

THENCE S 08° 10' 28" W, a distance of 49.22 feet to a point for corner;

THENCE S 53° 15' 58" W, a distance of 54.81 feet to a point for corner;

THENCE S 06° 33' 44" E, a distance of 6.14 feet to a point for corner;

THENCE S 45° 36' 33" W, a distance of 14.58 feet to a point for corner;

THENCE S 43° 17' 47" W, a distance of 24.62 feet to a point for corner;

THENCE N 51° 43' 22" W, a distance of 10.85 feet to a point for corner;

THENCE N 61° 48' 48" W, a distance of 61.65 feet to a point for corner at the most northeasterly corner of a 10 foot wide sanitary sewer easement recorded in Clerk's File No. 8617441, Deed Records, Montgomery County, Texas;

THENCE N 57° 01' 40" W, along the north line of said sanitary sewer easement, a distance of 220.58 feet to a point for corner;

THENCE N 78° 42' 55" W, continuing along the north line of said sanitary sewer easement, a distance of 10.96 feet to a point for corner. Same being on the east line of a lift station easement out of Unrestricted Reserve "C", Pelican Bay Section One;

THENCE N 11° 17' 05" E, along said lift station easement east line a distance of 9.00 feet to a point for the Northeast corner of the same and also being a corner of the herein described tract;

THENCE N 78° 42' 55" W, along the north line of said lift station easement a distance of 38.00 feet to a point for the Northwest corner of said easement. Same being a corner of the herein described tract and also lying on a curve in the east R. O. W. of Pelican Boulevard;

THENCE along the east R. O. W. of Pelican Boulevard, following a curve to the right having a radius of 970.00 feet, a central angle of 03° 29' 28", an arc length of 59.10 feet, a chord length 59.09 feet, and a chord bearing of N 14° 03' 50" E to point for corner. Same being a point of compound curvature;

THENCE continuing along the east R. O. W. of Pelican Boulevard, following a curve to the right having a radius of 305.31 feet, a central angle of 14° 42' 18", an arc length of 78.36 feet, a chord length 78.14 feet and a chord bearing of N 23° 09' 43" to a point for corner. Same being a point of reverse curvature.

THENCE continuing along the east R. O. W. of Pelican Boulevard following a curve to the left having a radius of 305.31 feet, a central angle of 14° 42' 18", an arc length of 78.36 feet, a chord length of 78.14 feet, and a chord bearing of N 23° 09' 43" E to the POINT OF BEGINNING and containing 1.841 acres of land more or less.

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that the instrument was filed in the Public Records on the 20th day of July 1987 at the time stamped herein to the said Public Records in the office of the County Clerk of Montgomery County, Texas.

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JUL 20 1987

Roy Harris  
COUNTY CLERK



Roy Harris  
COUNTY CLERK  
MONTGOMERY COUNTY TEXAS

After recording return to

James W. Steele  
P. O. Box 2625  
Conroe, Texas 77305

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