

THE STATE OF TEXAS)
 COUNTY OF POLK)

KNOW ALL MEN BY THESE PRESENTS:

THAT I, CLARK G. THOMPSON, TRUSTEE, owner of the herein-after described tract or parcel of land containing approximately 167.57 acres in the Augustine Viesca Survey, Abstract 78 of Polk County, Texas subdivided into and described as FORESTERS RETREAT, Section 3 in accordance with the plat filed with the County Clerk of Polk County, Texas, said Section 3 being described by metes and bounds as follows:

BEGINNING at the Northeast corner of the Southwest one half ($\frac{1}{2}$) of block 28 of the J. M. Jackson Subdivision; said corner being at Engineers Station 147+22.12 in the Southwest right-of-way of a 100 foot public road;

THENCE SW $40^{\circ}57'32''$ W. 1,456.97 feet across aline severing said block 28 and block 35 to a point 175.00 past the common line between block 28 and block 35 to a point for corner; which point is the Northwest corner of Section 1 and a Northeast corner of Section 2 of FORESTERS RETREAT;

THENCE N $49^{\circ}07'32''$ W. 30.68 feet to a point for corner;

THENCE S $40^{\circ}57'32''$ W. 1,155.0 feet parallel to the Northwest line of block 35 and across said block 35 to the West line of block 35, to a point for corner;

THENCE in a Northwesterly direction along the South line of blocks 35, 34, and 33 a distance of approximately 3,167.76 feet to the Northwest corner of block 33;

THENCE in a Northeasterly direction along the Northeast line of blocks 33 and 30 of said J. M. Jackson Subdivision a distance of approximately 2,592.06 feet to a point for corner on the Southwest right-of-way of a 100 foot public road, said point being at Engineer Station 179+09.33;

THENCE in a Southeasterly direction along the Southwest right-of-way of said 100 foot public road a distance of 2,273.39 feet to a fence corner on the Southwest right-of-way of said 100 foot public road;

THENCE in a Southwesterly direction along a fence running a distance of approximately 1,281.32 feet to a fence corner, which corner is located in the common line between blocks 34 and 29 of the J. M. Jackson Subdivision;

THENCE in a Southeasterly direction along the common line between blocks 34 and 29 and blocks 35 and 28 of Said J. M. Jackson Subdivision a distance of 914.12 feet to the place of beginning.

do hereby place, create and establish the following conditions, cove-
nants and restrictions effecting the use and/or occupancy of each
tract in said Section 3 of FORESTERS RETREAT and the owners thereof
respectively, and such conditions, covenants and restrictions will
inure to the benefit of all of the owners herein, their heirs,
successors and assigns as follows, to-wit:

(1) These restrictions and restrictive covenants con-
stitute a general plan for the improvement of all of the property in
the Subdivision and for the maintenance and preservation of its
uniform desirable character, and are to run with the land and shall
be binding on all parties until November 1, 1990; at which time such
restrictions shall be automatically extended for consecutive periods
of five (5) years each, unless, by vote of the then owners of a
majority of the lots in such Subdivision, it is agreed to alter, amend
or rescind the same in whole or in part.

(2) These restrictions shall be binding upon the owners
of all tracts in said Subdivision and on all persons holding or
claiming any right of possession or other interest therein, each of
whom shall be obligated and bound to observe such restrictions and
restrictive covenants; and in the event of violation of any of such
restrictions with respect to any of such tracts, it shall be the legal
right of any other person owning an interest in any property in the
Subdivision to institute and maintain any proceeding at law or in
equity against the person or persons violating or attempting to violate
any of such restrictions, provided that no person or persons shall be
liable in damage for any violation or breach of such restrictions,
except for a violation or breach committed during his or her ownership
and control of said property. Failure to enforce any restrictions
herein contained shall not be deemed to be a waiver of the right to
enforce such restriction at any time thereafter, as to the same
violation or breach, or as to a violation or breach occurring either
prior or subsequent thereto.

(3) All tracts or lots in Section 3 except for tracts
575 through 590 inclusive, and tracts 700 through 725 inclusive, and

those tracts which may be used for the operation of a water system are designated as residential lots and shall be used only for residential purposes, as hereinafter more particularly provided. Said tracts 575 through 590 inclusive, and 700 through 725 inclusive are hereby designated as either commercial or residential lots and may be used for commercial or residential purposes only, as hereinafter more particularly provided.

(4) No street, road or other easement for the purposes of access shall ever be permitted in such subdivision, other than those presently platted, save and except for such additional roads, streets, or alley ways as may be taken by any governmental authority having the power of eminent domain.

(5) Only one single family private dwelling unit or residence designed for the occupancy of one family and one appurtenant garage shall be erected on any residential tract in said subdivision except that one single family dwelling unit and a single family garage apartment may be constructed upon one tract, provided that the main single family dwelling unit is completed and occupied prior to the use of the garage apartment unit for living purposes.

(6) No dwelling which shall not include at least six hundred (600) square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways or garages, shall be constructed on any tract or portion of any tract, and such dwelling shall not be located on any tract or portion of said tracts or tract within any easement designated on said plat or nearer to the front line than twenty five (25) feet, or nearer to a side line than five (5) feet. Twelve foot utility easement along all tracts as may be needed for installation of utilities.

(7) Exterior walls of all buildings and improvements shall be constructed of masonry, wood or asbestos shingles, or wood or asbestos shingles, or wood siding and all exposed wood surfaces shall be painted with at least two coats of good quality paint, except for types of materials which are not usually painted such as rough cedar. The main dwelling shall have a hip or gable roof surfaced

with tile, gravel or shingles and no corrugated iron or roll roofing or shed type roof shall be permitted. Garages shall be constructed of the same material as the main dwelling, provided that if the garage is detached from the house it may be constructed of wood at least equal to #105 siding and except for type of materials which are not usually painted such as rough cedar, covered with two coats of good quality paint.

(8) No old or existing house or structure or any Mobile Home or Trailer shall be moved or placed on any tract in the Subdivision without the written approval of the owner or developer of the Subdivision or his delegated agent.

(9) All improvements placed on any tract in the Subdivision shall be erected and the exterior completed on or before One Hundred Eighty (180) days from the date of commencement thereof. Such improvements will be erected and used so as to front upon the street that such lot faces, except that on any corner tract the garage or garage apartment, if permitted, may be erected and used facing on the side street. A corner tract shall be deemed to front on the street on which it has the narrower frontage.

(10) No residence or other building of any kind of what is commonly known as "boxed" or "sheet metal" or "Tar paper Shacks", nor any tent, or shack or barn or temporary structure of any type except for Mobile Homes approved by the Developer shall be erected, placed or permitted to remain on any tract in said Subdivision.

(11) All lavatories, toilets and bath facilities shall be built indoors, be connected with adequate septic tanks and constructed to comply with all specification of state and local health authorities, and no outside toilets, pits, trenches, or other surface toilets shall be permitted under any circumstances.

(12) No bill board, sign board or unsightly object of any kind shall be installed or maintained on any residential tract of such Subdivision.

(14) No public nuisance, or offensive, noisy or illegal trade or calling or act shall be done, suffered or permitted in any portion of the Subdivision.

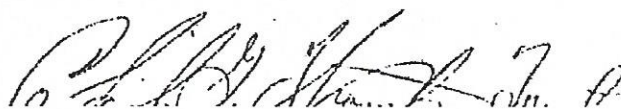
(15) No building structure or any part thereof, shall be constructed or permitted to extend over, or encroach upon any street or utility easement as shown by the Plat of this Subdivision.

(16) All grants, sales and conveyances of tracts shall be subject to all easements shown on the plat of said subdivision and shall be further subject to these restrictions.

(17) The purpose of the foregoing restrictions is to maintain a high standard of living conditions in the Subdivision and thereby make it a desirable residential section, and in order to accomplish this purpose and objective, it shall be the right and privilege of any owner of property in the Subdivision to enforce such restrictions in any manner provided by law. In the event of a violation or attempted violation of any of such restrictions by any person, seller shall not be in any way responsible, either financially or otherwise, but will use reasonable efforts, personally or through sales representatives to prevent such violations.

(18) Each lot shall be subject to such monthly maintenance charge as may be determined necessary to build and maintain such anticipated recreational facilities as may be built by the developer or upon transfer of the maintenance charge, to such property owners association as may be formed. Such charge for construction of recreational facilities and their maintenance shall constitute a debt and may be collected by suit in any Court of competent jurisdiction, and upon the conveyance of any of the land described herein, successive owners shall from the time of acquiring title, be held to have covenanted and agreed to pay Clark G. Thompson, Trustee, his successors and assigns, including such Property Owners Association as may be formed, all such charges past or future.

EXECUTED THIS the 3rd day of August, 1972.



THE STATE OF TEXAS (
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day
personally appeared Clark G. Thompson, Trustee, known to me to be the
person whose name is subscribed to the foregoing instrument and acknow-
ledged to me that he executed the same for the purposes and considera-
tion therein expressed.

GIVEN UNDER my hand and seal of office on this the 18th day
of September, 1972.

[Handwritten Signature]
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

LILYAN W. NEDIMYER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973



THE STATE OF TEXAS
County of Polk

I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in
my office on the 21 day of September, 1972, at 10 o'clock A.M. and was
this day duly recorded at 10:50 o'clock A.M., in Vol. 271 Pages 103
et. seq. Deed Records of said County.

Witness my hand and official seal at office in Livingston this 26th day of September, 1972



K. W. KENNEDY
Clerk, County Court, Polk County, Texas
By June [Handwritten] Deputy