



11672 West Lane, Conroe, TX 77303

Total Land SAFT: 102,397 (2.35 Acres)

WHEREAS, Carl Currie is the OWNER in fee simple of the hereinafter described premises in Montgomery County, Texas, to-wit:

Being CANEY HEIGHTS, Section 1, a Subdivision in the Matthew Morse Survey, Abstract 238, Montgomery County, Texas, as per Map or Plat of said Subdivision, filed for record in Volume 5, Page 481, Map Records, Montgomery County, Texas, and

WHEREAS, it is the desire of said Owner to place the following conditions, covenants, restrictions and reservations on the above described Subdivision, as follows, to-wit:

1. No lot, building site or tract, shall be used except for residential purposes, and 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 in said Subdivision.
2. All residences located on said premises must be provided with a septic tank, or a similar disposal plant of that nature, together with drain fields, when water is available, and field lines must meet Federal Housing Authority specifications. No septic tank will be allowed to empty into road ditches, or streets. No outside or pit toilets shall be built, kept or used on said premises.
3. No trash, garbage, or other disposal matter, or junk shall be deposited or stored on said premises, and all garbage, trash and other disposal matter, as a result of the use of the premises, shall be promptly burned or hauled away.
4. 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 difference 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.
5. All driveways shall have culverts, or openings at the road ditch large enough for water to flow freely and drain, and no obstruction shall be erected in any street or bar-ditch obstructing the draining or flow.
6. No animals or livestock of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other small household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes, and shall be confined to the owner's

premises.

7. No sign of any kind shall be displayed to the public view on any residence lot, except one sign of not more than nine (9) square feet, advertising the property for sale, or signs used by a builder or architect to advertise the property only during the construction thereof.
8. No building, other than a single family residence, containing not less than seven hundred fifty (750) square feet, exclusive of open porches, breeze-ways, car-ports, and garages, shall be erected and constructed on any residential lot in said Subdivision, and no garage may be erected except simultaneously with, or subsequent to, erection of residence. Servants quarters and guest houses may be constructed on the rear one-third (1/3rd) of said lots after completion of permanent residence. All buildings must be completed not later than six (6) months after laying foundations, and no second-hand or used structures of any kind may be moved onto the property. All foundations shall be either concrete slab or continuous wall or ribbing supporting the house, all to the end that no openings shall remain between any part of the house structure and the ground. All structures must be finished outside with a permanent type siding and, if wood, must be painted with at least two coats of paint and kept painted. No tar paper siding shall be allowed.
9. No improvements shall be erected or constructed on any lot nearer than twenty-five (25) feet to the front property line, nor nearer than five (5) feet to the side property line, except that in the case of corner lots no improvements shall be erected or constructed within ten (10) feet of side property line adjacent to streets.
10. Easements as shown and called for on the official plat of said Subdivision have been designated for the installation, operation and maintenance therein of utilities serving the residents of this Subdivision. Ground easements are drawn and marked on the official plat of said Subdivision.
11. No noxious, offensive or immoral use shall be made of the premises, and this provision shall not be construed to enlarge or change the use of the premises as set out by the other restrictions and provisions herein.
12. The invalidation of any one or more of these covenants or restrictions by a judgment of any court, or otherwise, shall in no way affect any of the other provisions, which shall still remain in force and effect, and the restrictions, covenants and provisions herein are for the benefit of all of the lot owners of said Subdivision, and any person owning a lot in said Subdivision may prosecute proceeding against any person violating, or attempting to violate, the same, and to prevent such person or party from doing so, and Seller may also enforce these provisions by due process of law.
13. No violating of these restrictions upon the part of any person shall affect in any way any lien upon said properties given to secure payment of note for improvements, and such lien shall remain in full force and priority as against purchasers, their heirs and assigns, but any sale

or foreclosure of any lien shall pass title to such premises, subject to the restriction and provisions set out herein.

The above listed terms, reservations, provisions and restrictions shall be effective until April 1, 1983, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the square foot areas of the lots and blocks in said Subdivision may release all of the premises hereby restricted from any one or more of said restrictions, on either April 1, 1983, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement, or agreements, in writing, for such purpose, and filing the same for record in the office of the County Clerk of Montgomery County, Texas, at any time prior to April 1, 1983, or at any time prior to the five (5) years preceding the expiration of any successive ten (10) year period thereafter.

WITNESS MY HAND at Conroe, Texas, this 1st day of April, 1963.

*Carl Currie*  
Carl Currie

THE 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 Carl Currie, 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,



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of April, 1963.

*W. P. Hooper*  
Notary Public in and for  
Montgomery County, Texas

FILED FOR RECORD July 18 1963 at 1:45 o'clock P. M.  
RECORDED July 31 1963 at 5:00 o'clock P. M.  
W. P. HOOPER, Clerk County Court  
Montgomery County, Texas  
By: *Opelika H. [Signature]* Deputy