

RESTRICTIONS

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

107611

WHEREAS, E. V. Triplett, of Montgomery County, Texas,
is the owner of the following described tract of land, to-wit:

384.907 acres of land lying and being situated
in the John L. Cross Survey, Abstract No. 153,
and the P. J. Willis Survey, Abstract No. 610,
each in Montgomery County, Texas, and being
all of Tracts 20-26-27-31-32-36 and 37 and
portions of Tracts 28 and 30 of the Masterson
Irrigation Company Subdivision, as located in
Montgomery County, Texas.

And for a further description of the above de-
scribed tract of land, reference is made to
that certain deed from Percy S. Straus, Jr.,
et ux., to E. V. Triplett, bearing date of
October 12, 1955, and duly recorded in Volume
406, Page 11-13, Deed Records, Montgomery
County, Texas.

and has caused the partition of ~~46~~ acres, more or less, out
of said tract into residential lots in blocks on dedicated
streets, and designated that the said ~~46~~ acres as partitioned
shall be known as "SUNSET RIDGE (SECTION 1) SUBDIVISION";
said subdivision being in form and layout as shown by the
official plat titled "SUNSET RIDGE (SECTION 1) - A SUBDIVISION
OF ~~46~~ ACRES OUT OF THE JOHN L. CROSS SURVEY (A-153) AND THE
P. J. WILLIS SURVEY (A-610) - MONTGOMERY COUNTY, TEXAS", as
prepared by Joe P. Waddill, Engineer, of Montgomery County,
Texas, and to be of record in the Office of the County Clerk
of Montgomery County, Texas. The said lots in blocks of Sunset
Ridge (Section 1) Subdivision being as subtitled on the afore-
said official plat, to-wit:

Block 1 - Lots 1 to 12, inclusive
Block 2 - Lots 1 to 18, inclusive
Block 3 - Lots 1 to 26, inclusive
Block 4 - Lots 1 to 9, inclusive
Block 5 - Lots 1 to 9, inclusive

WHEREAS, the rights and interests of each property
owner in Sunset Ridge (Section 1) Subdivision are subject to
interference and damage through abuse and violation of the

intended purpose and usage of lots or building sites in said subdivision on the part of any other owner therein, unless deterred by equitable provisions against such abuses or violations;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I, E. V. Triplett, for the purposes of insuring harmonious, pleasant and satisfactory living conditions in a residential subdivision and to insure means of mutually safeguarding and enhancing the value of the investments in this subdivision by each property owner therein, do hereby fix and adopt the restrictive covenants set forth hereinafter, which said restrictive covenants shall govern the sale or other disposition of any right, title or interest to or in any holding in Sunset Ridge (Section 1) Subdivision; shall govern the development and use of all private lands in said subdivision; and shall be binding upon me, my heirs, executors, administrators, assigns or successors for the term stipulated herein:

1. No platted lot shall be used except for residential purposes, and no main building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, a private garage for not more than two cars.

2. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 700 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story. Foundations of main building shall be concrete slab except that piers may be used when the exterior beam is solid masonry or concrete around the entire perimeter of the house.

3. No main building shall be located on any lot nearer than thirty-five (35) feet to the front lot line or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than fifteen (15) feet to

an interior lot line except that a six (6) foot side yard shall be required for a garage or other permitted accessory building located seventy (70) feet or more from the front property line. No single family residence shall be located on any interior lot nearer than fifty (50) feet to the rear lot line.

4. No lot shall be resubdivided into nor shall any dwelling be erected or placed on any lot having a width of less than one hundred (100) feet at the minimum building setback line.

5. No lot shall be resubdivided into nor shall any dwelling be erected or placed on any lot having an area of less than 12,500 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No buildings shall be moved on any of said lots. Accessory buildings such as storage, laundry, tool houses, etc., shall be permanent in structure and painted when constructed of wood. Foundations shall be concrete slab or solid exterior beam.

9. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts, be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials, 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. Garbage and trash or other refuse accumulated in this subdivision shall not be dumped at any place therein, nor shall any such refuse be dumped at any place upon adjoining land where a nuisance to any resident of this subdivision is or may be created.

12. No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats, birds or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Childrens or other pets shall be housed in such manner that they will not detract from the appearance of the neighborhood, and shall be restricted by the owners to the extent that they may not become an annoyance or nuisance to the neighborhood.

13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations

shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

14. Water for this subdivision will be provided by distribution lines connected to the water system of the City of Conroe, Texas, or any other approved water system, and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used therein except with the prior sanction and approval of governmental authorities having jurisdiction.

15. Septic tanks or individual sewerage systems must be used in this subdivision for the disposal of waste materials as a sanitary sewer system, and same shall be constructed in such manner as to meet FHA minimum requirements for such. No open or pit type toilets, cess pools, or other means of disposal, which retain sanitary wastes or the effluent therefrom upon the premises shall be installed or used at any place in this subdivision at any time.

16. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until the 9 day of March, 1981, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the then owners of the lots. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or

persons violating or attempting to violate any such covenant, and either to prevent him or them from doing, or to recover damages or other dues for such violation.

17. Invalidation of any one of these covenants by judgment or other court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN ATTEST WHEREOF, WITNESS MY HAND at Conroe, Texas, on this the 9 day of March, A. D. 1956.

E. V. Triplett
E. V. Triplett

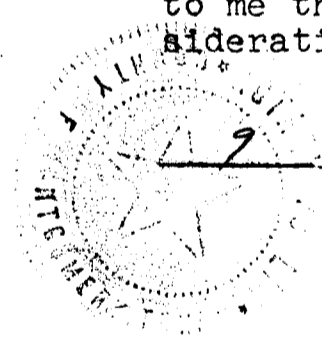


SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this the 9 day of March, A. D. 1956.

Dorris Dean (Dorris Dean)
Notary Public in and for
Montgomery County, Texas

STATE OF TEXAS ∩
COUNTY OF MONTGOMERY ∩

BEFORE ME, the undersigned authority, on this day personally appeared E. V. Triplett, known to me to be the person whose signature is subscribed to the foregoing instrument, and who, being by me duly sworn, on oath acknowledged to me that he executed the same for the purposes and considerations therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9 day of March, A. D. 1956.

Dorris Dean (Dorris Dean)
Notary Public in and for
Montgomery County, Texas

FILED FOR RECORD March 31
RECORDED April 6

, 1956 at 11:45 o'clock A. M.
, 1956 at 5:00 o'clock P. M.
W. T. HOOPER, Clerk County Court,
Montgomery County, Texas.
BY: Joe Nichols Deputy