

9247637

821-01-1017

9250-6376

REAL PROPERTY RECORDS

h a r

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
ARNOLD ESTATES**

State of Texas

County of Montgomery

Recitals :

WHEREAS, MERRILL FINANCIAL CORPORATION, hereinafter called the Declarant, is the owner of all that certain real property located in Montgomery County, Texas, described as follows:

ARNOLD ESTATES, SECTION ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET D, SHEET 110B OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS, SAVE AND EXCEPT LOTS 1, 9, AND 43, WHICH ARE HEREBY EXCLUDED HEREFROM.

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, It is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE 1. DEFINITIONS

Section 1. "Association" shall mean and refer to ARNOLD ESTATES, its successors and assigns.

Section 2. "Declarant" shall mean MERRILL FINANCIAL CORPORATION and its heir, successors, and assigns provided such successors or assigns acquire more than one developed lot from declarant for the purpose of development.

Section 3. "Lot" shall mean any plot of land shown on the recorded subdivision map recorded to above with the exception of portions marked "reserved" and those lots saved and excepted above..

Section 4. "Member" shall mean every person or entity who holds membership in the association.

Section 5. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 6. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the association as hereinafter provided.

**SECTION II. USE RESTRICTIONS OF LAND, BUILDING
AND TYPE OF BUILDING**

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family dwelling and for no other purpose. Said dwelling not to exceed two stories in height, and a private garage for no more than three (3) automobiles. Exception would be duplexes approved by Master Development or architectural committee.

Section 2. No more than one room in any residence erected in this subdivision may be used by the owner for professional purposes incidental to the practice of his profession elsewhere, but this does not sanction the use of any room for trade or business of any kind with the exception of the business of declarant in developing all of the lots as provided in Section 25 below.

Section 3. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of declarant and the transferees of declarant in developing all of these lots as provided in Section 25 below.

Section 4. No sign of any kind shall be displayed to public view on a lot without the prior written consent of the association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a house for sale or rent, or any other signs used by a builder or declarant to advertise the property during construction and sale.

Section 5. No animals, livestock, or poultry of any kind 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 purpose. Notwithstanding anything else herein to the contrary, one (1) horse is allowed on any Lot 0.85 acres or larger and if such complies with City of Magnolia ordinances.

821-01-1018

Section 6. No rubbish, trash, garbage, animal waste or other waste material shall be kept or permitted on any lot except temporary storage in sanitary containers located in appropriate areas concealed from public view.

Section 7. No fence, hedge, or wall over six (6) feet in height measured from the ground on which it stands shall, on any lot, except that of declarant, exceed such height in accordance with existing architectural plans. No fences shall extend beyond the building set back line unless approved by architectural control committee. Only ornamental iron fence, cyclone or good wooden fence may be used on the side and rear lot lines.

Section 8. No outbuildings, basement, garage, trailer, or temporary building of any kind shall be used as a residence or housing of animals either temporarily or permanently unless approved by the architectural committee.

Section 9. No building shall be located nearer to the front tract line than fifty feet (50'), nor nearer the side street than twenty-five (25') feet, nor nearer than fifteen feet (15') to any side tract line, except that the slab or foundations for a garage only may not be nearer to any side tract line than ten feet (10').

Section 10. No dwelling shall be erected on any lot unless the same shall have a living area of not less than 1,200 square feet excluding attic. And provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages. All construction will be completed within one (1) year after commencement.

Section 11. No building or structure shall be occupied or used until the exterior thereof is completely finished. Use of concrete blocks or cinder blocks in the exterior walls is forbidden.

Section 12. Each improvement placed on a lot in the subdivision shall be painted promptly where customary with paint or other appropriate exterior cover, (stain, etc.).

Section 13. Water, electrical and sewerage connections must be completed and connected to each dwelling before the dwelling may be occupied by the owner.

Section 14. No cesspool shall be dug, used or maintained in such subdivision. No outside toilet shall be permitted at any time except at temporary construction sites. If the City of Magnolia Sanitary Sewer System is available, then connection thereto is required.

Section 15. Boats, recreational vehicles, motor home, trailers, trucks larger than one (1) ton or satellite dishes shall not be maintained or kept on the property so as to be visible from any street. No derelict vehicles may be kept on the property. Antennas shall not extend more than ten (10) feet above the highest point of the roof of any house and shall not cause transmission or reception interference. Property shall be put to no use which creates or emits odors, vapors or noise highly obnoxious that same would constitute public nuisance in the surrounding areas.

Section 16. Any residential dwelling constructed upon the above-described property shall be of all new construction, and in the event any use or second hand lumber is used in the construction of such residential dwelling, it must be placed in the structure of such building in such a manner that it will not be visible. No manufactured housing or mobile home is allowed on property.

Section 17. All building and alteration plans including external construction materials are subject to approval by declarant.

Section 18. No owner of any lot nor any visitor or guest of any owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets abutting such lots other than work of a non-commercial temporary nature.

Section 19. Except in an emergency or when other unusual circumstances exist as determined by the declarant, outside construction work or noisy interior construction work shall be permitted only after 7:00 A.M. and before 6:00 P.M..

Section 20. All improvements shall be constructed on the lot so as to front the street upon which such lot faces.

Section 21. Dwellings or corner lots shall have a presentable frontage on all streets on which such lot faces.

Section 22. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence to construct improvements thereon, and then such materials shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected. Under no circumstances shall building materials be placed or stored on the street.

Section 23. No timber shall be cut or removed from said property until entire trust is paid for except for clearing homesite or removing underbrush for construction purposes, without prior written consent of declarant or association.

821-01-1019

Section 24. No lot shall be used for storage of commercial products, liquid, solid or otherwise, except those construction items which may from time to time be placed thereon for construction purposes.

Section 25. Declarant shall undertake the work of developing all lots included within the subdivision. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors from conducting on parts of the subdivision property owned or controlled by declarant or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise.

Section 26. As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.

ARTICLE III. OWNERS' OBLIGATION TO REPAIR AND REBUILD

Each owner shall, at his sole cost and expense, repair and maintain his residence, keeping the same in a condition comparable to the condition of such resident at the time of its initial construction, excepting only normal wear and tear. If all or any portion of the residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs, and shall be completed within 18 months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE IV. ARCHITECTURAL CONTROL

Section 1. Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons, which committee shall serve at the pleasure of the Declarant.

Section 2. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any lot or lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

Section 3. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of forty-five (45) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE V. GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants easements, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

No previous landowner (including the declarant) shall have the power to enforce these restrictions after he sold or otherwise has disposed of all his interest in land in the subdivision.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by no less than three quarters of the members.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof until January 1, 2010, and

thereafter shall continue automatically in effect, for additional periods of ten (10) years, unless otherwise agreed to in writing duly placed of record by the then owners of at least three quarters of the subdivision lots.

IN WITNESS WHEREOF, this declaration is executed this 16th day of SEPTEMBER 1992. *WTG*

MERRILL FINANCIAL CORPORATION

by William T. Greene, President

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

STATE OF TEXAS
COUNTY OF Harris MONTGOMERY

This instrument was acknowledged before me of the 16 day of Sept, 1992, by William T. Greene, Pres. on behalf of MERRILL FINANCIAL CORPORATION.

Patti A. Kozole
Notary Public



9247637

STATE OF TEXAS)
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed
in File Number Sequence on the date and at the
time stamped herein by me and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas.

SEP 17 1992

 Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

Return to:
Merrill Financial Corp.
P.O. Box 1224
Tomball, TX 77377

FILED FOR RECORD

92 SEP 17 PM 2:16

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

9247637
9247637
9247637

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF ARNOLD ESTATES
PAGE 4-

REC 9.00
MGT 2.00