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RESTRICTIONS
CLEAR CREEK FOREST SUBDIVISION
SECTION 13

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

THAT, in order to insure to all purchasers of property in the REPLAT of CLEAR CREEK FOREST, SECTION 13 SUBDIVISION, a subdivision in the DORINDA M. GOHEEN Survey, Abstract No. 234, Montgomery County, Texas, according to the map or plat recorded in Cabinet E, Sheet 186-B, of the Plat Records of Montgomery County, Texas, (herein referred to as the "Subdivision"), that all properties situated therein will be developed and maintained in a uniform manner to the mutual benefit of all owners and future owners (herein referred to individually as "Owner" and collectively as "Owners") thereof, MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST (herein referred to as "Subdivider"), a Delaware corporation, with offices and principal place of business in The Woodlands, Montgomery County, Texas, the present Owner of all said properties, acting herein by and through its duly authorized officers, does hereby ADOPT, ESTABLISH, AND IMPOSE the following reservations, restrictions, covenants, and conditions upon all numbered lots (herein referred to individually as "Lot" and collectively as "Lots") and Reserves A, B, D, and E (herein referred to individually as "Reserve" and collectively as "Reserves") in the Subdivision which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of present Owners their respective successors and assigns, and to each and every purchaser of any of said properties, their respective heirs, legal representatives, successors and assigns, to wit:

DURATION, RENEWAL, EXTENSION

These reservations, restrictions, covenants and conditions shall be binding upon the land and the Owners thereof until January 1, 2007; and shall be automatically extended for successive ten (10) year periods thereafter unless on or before one (1) month prior to the end of any such period of time three-fourths (3/4ths) of the Owners of the of the Lots and Reserves shall agree in writing, properly executed and recorded in the office of the County Clerk of Montgomery County, Texas, to amend and repeal such restrictions.

AMENDMENT

These conditions and restrictions may be amended or repealed in whole or in part at any time and from time to time when the record title Owners of three-fourths (3/4ths) of the Lots and Reserves shall agree in writing, properly executed and recorded in the Office of the County Clerk of Montgomery County, Texas, to amend or repeal such restrictions. The three-fourths (3/4ths) vote shall be computed on the basis of one (1) vote per Lot or Reserve regardless of ownership of more than one such Lot or Reserve.

LAND USE

All Lots in the Subdivision shall be used for single family residential purposes only. Reserves A and Reserve B may be used for commercial purposes only. Reserve D and Reserve E are unrestricted. No noxious or offensive trades or activities shall be carried on upon any of the Lots or Reserves in the Subdivision, nor shall anything be done therein which will cause a nuisance or be offensive to residents of usual sensitivities in the area. No Lot or Reserve shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the laws of the local, state or federal governments.

LOT AREA

No Lot may be resubdivided. Nothing herein shall prohibit the construction of a single residence on two (2) Lots, in which case both such Lots shall be considered as one Lot for building purposes. Irrespective of the foregoing provisions of this paragraph, the annual maintenance charge hereinafter set forth shall be and remain applicable to all Lots as originally platted.

ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats or other house type pets and one (1) horse or cow per 1-1/2 acres in a

Lot may be kept, provided they are not kept, bred or maintained for any commercial purpose. Permitted animals must be raised or maintained in the Subdivision in such a manner and with such care as to not cause offensive odors or noises or otherwise be a nuisance or annoyance to persons of ordinary sensitivity; and must be raised and maintained in accordance with all applicable Montgomery County (herein referred to as "County") ordinances. All animals must be properly tagged for identification and shall not be allowed or permitted in any portion of the Subdivision unless same shall be kept in an approved enclosure and/or shall be under the absolute control of the Owner or his or her representative by a leash, rope, chain, or other approved restraining device. For the purpose of keeping horses and cows on Lots 30 through 36, both inclusive, in Block 1, fencing along Lot property lines is permitted, except that no fencing may be constructed across or within natural drainage swales in such a manner as to impede the flow of water, retain debris or create or contribute to erosion. Such fencing, however, must be approved as to location and design by the Subdivider under the provisions for architectural control set forth below.

DWELLING SIZE, LOCATION, APPEARANCE

No residence shall be built or maintained on any Lot in the Subdivision having less than thirteen hundred square feet (1300') of living area, exclusive of garages, patios, or open porches, except that all residences fronting on Meadowsweet Drive shall not have less than sixteen hundred square feet (1600') of living area, exclusive of garages, patios, or open porches. All residences and any and all appurtenant structures thereto shall be set back from the right-of-way line of the roadways shown on the recorded plat of the Subdivision (herein referred to as "Plat") in accordance with the building lines shown on the Plat. The exterior of each residence shall be finished and, if of a material other than brick, stone, or other material not commonly decorated or painted, shall be coated with at least two coats of paint or stain. No tent, trailer, trailer house, mobile home (even if affixed to the realty and rendered immobile), modular home, bus, basement, shack, barn, portable structure, or other outbuildings shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any Lot except during construction of permanent structures. Any approved auxiliary buildings or facilities shall be located to the rear of the residence except that garages may be attached to the residence. Fencing must be setback a minimum distance of thirty (30') from all public street

right-of-ways shown on the Plat unless approved as to location and design by the Subdivider under the provisions for architectural control set forth below.

ARCHITECTURAL CONTROL

Owners of Lots and Reserves shall obtain written approval from the Subdivider of the location, character, and design of structures and any other site improvements before commencement of work, to determine architectural suitability and conformity with restrictions. Owners shall submit to Subdivider three (3) copies of all building or improvement plans, said plans to provide not less than the following information or the equivalent thereof: (i) dimensional site plan showing location, shape and size and design of all buildings, fencing and site improvements; (ii) complete building plans and specifications indicating floor plan(s), structural design, building materials, interior and exterior finishes, building cross section(s), the height above natural grade adjoining the structure of the lowest occupied floor level and elevation views of the front (street facing) and at least one side of all proposed structures. An Owner's submittal shall include a certified check or money order of not less than \$20.00 (or such other reasonable fee as may be specified by the Subdivider, its successors or assigns for Architectural Control services). Should the Subdivider not disapprove of the plans so submitted within thirty (30) days from the date of receipt and acceptance by the Subdivider, such plans will be deemed to have been approved. When construction of any structure or improvement has begun, it shall be completed with reasonable diligence and no construction material or equipment shall be stored on the Lot or Reserve except in connection with construction which has begun and is continuing with reasonable diligence. Only one main residence and one secondary residence (for guests or servants) shall ever be built or maintained on any Lot; provided, however, that more than one main residence may be built on a Lot if the plot plan and architectural plans are first approved in writing by Subdivider. This provision shall not be construed to permit resubdivision of a Lot as prohibited hereinabove. The moving of used buildings onto any Lot or Reserve in the Subdivision is prohibited' unless such building is first inspected and approved in writing by the Subdivider. The Subdivider shall have the power and authority, to be exercised in its sole discretion, to grant exceptions and variances from any restrictive covenants and requirements set forth in the article entitled Dwelling Size, Location, Appearance hereinabove and this article entitled Architectural Control. The Subdivider's right of inspection and right to review and approve all improvement plans may be delegated to a

successor by written recorded instrument, and such successor may be a person, persons, corporation or non-profit corporation property owner's association.

SIGNS

No signs of any character shall be allowed on any Lot except one (1) sign of not more than nine (9) square feet advertising the Lot for sale or for rent, provided however, Subdivider, or any entity building in the Subdivision, with the prior written approval of Subdivider, may, during the construction and sales period, construct and maintain such facilities as it determines are necessary or convenient including, but without limitation, signs, offices, storage areas and model units, and the Subdivider, its successors or assigns, has the right to maintain signs within the landscape and signage easements, provided for herein.

SEWAGE DISPOSAL

Whenever a residence is established on any Lot it shall provide an inside toilet and shall be connected with a septic tank and drain field. The Owner shall be responsible for obtaining the necessary permits from the County Health Department or successor office or agency. No cesspool shall ever be dug, used or maintained on any parcel of land in said Subdivision, and drainage of septic tanks or sewage into roads, streets, and alleys, ditches, ravines, or upon the open ground is prohibited.

With respect to the following Lots, water wells may only be drilled in the areas designated Water Well Site as shown on the Plat. Water well sites have been established on the following Lots:

- Lots 11 through 14, both inclusive, Block 1
- Lots 16 through 19, both inclusive, Block 1
- Lots 14 through 17, both inclusive, Block 4
- Lots 9 through 19, both inclusive, Block 6
- Lots 1 through 14, both inclusive, Block 11

DRIVEWAY, CULVERTS

The Owner of a Lot, upon constructing any residence upon his or her Lot, or any person making use of his or her Lot, shall place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his or her Lot and shall fill in sufficient dirt over and around same to construct a driveway to the premises. The inside bottom of said culvert must be even with or slightly below the level of the ditch. The minimum size of the culvert shall be 18 inches in diameter with not less than 1.75 square foot waterway opening. Should the Owner's Lot be subject to a special purpose easement granted to Exxon Corporation (herein referred to as "Exxon") [currently, ExxonMobil], as designated on the Plat, the Owner must furnish prior written notice to Exxon before beginning such work, and Owner shall be liable for any damage to any pipeline or pipelines caused by Owner's excavation or construction upon said easement.

VEHICULAR ACCESS/FRONT BUILDING LINE

Driveway access is permitted from any public street within the Subdivision with the exception of Nichols Sawmill Road. All residential Lots abutting Nichols Sawmill Road (Lots 40 through 43, both inclusive, Block 1; Lots 3 through 6, both inclusive, and Lot 18, Block 4; Lots 1, 2, 3, 6, 7, 10 and 11, Block 5; Lots 1 through 5, both inclusive, and Lots 7 through 9, both inclusive, Block 6; Lots 15 through 18, both inclusive, Block 11) will take access from internal secondary roads. Lots 8, 9 and 12, Block 5, shall take driveway access from Silver Elms Place only. Lots 1 through 5, both inclusive, Lot 9 and Lot 13, Block 5, and Lots 9 through 13, both inclusive, Block 6, will take driveway access from Pathfinder Drive only. Corner Lots on both Pathfinder Drive and Silver Elms Place will take access from either street. Lots 10 through 18, both inclusive, Block 11, and Lots 1 through 5 both inclusive, Lot 8 and Lot 9, Block 12, will take driveway access from Gromwell Drive only. Lots 10 and 11, Block 8, will take driveway access from Whitesail Drive only. Lots 1 through 3, both inclusive, Block 8, will take driveway access from Chipwood Drive only.

No through road, street or other vehicular passageway shall ever be opened across any Lot in said Subdivision EXCEPT as may be deemed reasonably necessary by Subdivider, its successors or assigns, for the proper development of the Subdivision. Both on and off-road vehicles (including, without limitation, motorcycles), are expressly prohibited from operation within the Subdivision except on public rights-of-way or on private driveways or internal access

roads and, if on private driveways or internal access roads, only with the express consent of the Owners thereof.

UTILITY, SPECIAL PURPOSE, AND ACCESS EASEMENTS

All Lots and Reserves in said Subdivision are sold subject to easements for public utilities as may be already existing, or as may become reasonably necessary for the Subdivider, its successors and assigns, to create in the future, the right to do so being hereby reserved, so as to permit proper development of the Subdivision and provide the necessary utilities. All Lots and Reserves are sold subject to roads, easements and building lines as shown on the Plat, as referred to above. Further, certain Lots in the Subdivision are sold subject to special purpose easements (herein referred to as "Special Purpose Easements"), owned by Exxon as shown on the Plat, reference to which is hereby made. No improvements may be constructed or erected across or upon the Special Purpose Easements other than driveways, utility and sewer lines, landscaping and fences. Such improvements may be constructed only if expressly consented to in writing by Exxon, and such consent may be withheld by Exxon in its sole discretion. In the event such consent is granted by Exxon, the Owner shall be liable to Exxon for any damage to pipelines located within the Special Purpose Easement caused by such construction.

HOUSTON LIGHTING & POWER COMPANY [\[CenterPoint\]](#) RESTRICTIONS

An underground electric distribution system will be installed in that part of the Subdivision designated in this Article as Semi-Underground Residential Subdivision, which semi-underground service area embraces all of the Lots which are platted in the Subdivision. In the event that there are constructed within the Semi-Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Subdivider, shall, at his or her own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the

electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Subdivider has either by designation on the Plat or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Subdivider, shall at his or her own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Semi-Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the semi-underground electric distribution system in the Semi-Underground Residential Subdivision at no cost to Subdivider (except for certain conduits, where applicable, and except as hereinafter provided) upon Subdivider's representation that the Semi-Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Subdivider or the Lot Owners in the Semi-Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless: (a) Subdivider has paid to the Company an amount representing the excess in cost, for the entire Semi-Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision; or (b) the Owner of each affected Lot, or the applicant for service to any mobile home, shall pay to the Company the Sum of (1) \$1.75 per front Lot foot, it having been agreed that such amount reasonably represents the excess in cost

of the semi-underground distribution system to serve such Lot or dwelling unit over the cost of equivalent overhead facilities to serve such Lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such Lot, which arrangement and/or addition is determined by Company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the Plat, as such Plat exists at the execution of the Agreement for Underground Electric Service between the electric company and Subdivider or thereafter. Specifically, but not by way of limitation, if a Lot Owner in a former Reserve undertakes some action which would have invoked the above per front Lot foot payment if such action had been undertaken in the Semi-Underground Residential Subdivision, such Owner or applicant for service shall pay the electric company \$1.75 per front Lot foot, unless Subdivider has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s).

LANDSCAPE AND SIGNAGE EASEMENTS

There are hereby reserved, for Subdivider, its successors and assigns a 15' x 15' landscape and signage easements for entry identification and landscaping for the Subdivision over and across portions of the following Lots:

- SE corner of Lot 49, Block 1
- NE corner of Lot 18, Block 4
- S corner of Lot 1, Block 5
- SE corner of Lot 9, Block 6
- SW corner of Lot 1, Block 6
- SE corner of Lot 18, Block 11

FLOODPLAIN AREAS, BUILDING PERMITS

Portions of certain Lots (Lots 4, 10, 11, and 18 through 41, both inclusive, Block 1) in the Subdivision are within the 100-year floodplain as defined and identified by the County. Development and/or improvement within these Lots shall be governed by all provisions of these

restrictions and by County Floodplain Improvement Ordinances presently existing and as amended from time to time. Approval by Subdivider of an Owner's proposed improvement plans does not relieve such Owner of the obligation to obtain necessary building permits from the County, nor does such approval by Subdivider indicate that such plans meet any or all applicable County requirements. Obtaining a building permit from the County does not relieve an Owner from the obligation to comply with these restrictions.

MAINTENANCE CHARGE

For the purpose of creating a maintenance fund, there is hereby imposed an annual maintenance charge upon each Lot in the Subdivision in the amount of One Hundred Fifty and No/100 Dollars (\$150.00) per Lot per year, SAVE AND EXCEPT, that all Lots within the Subdivision owned by Subdivider, or its successors or assigns, and not conveyed either by Deed or Contract for Deed shall be exempt from such charge until such time as such Lot or Lots have been conveyed to a purchaser or purchasers by Subdivider or its successors or assigns. The maintenance charge shall be payable annually in advance to Subdivider, its successors or assigns. The maintenance charge, together with the cost of collection thereof, including reasonable attorney's fees, shall be a charge on each Lot in the Subdivision, other than those Lots herein above expressly excepted, and shall be a continuing lien upon such Lots against which such charge is made. Payment of said maintenance charge may be enforced in any manner provided in law or in equity, including foreclosure of the lien and power of sale in like manner as in a mortgage or Deed of Trust. Said lien securing the maintenance charge is hereby declared to be expressly subordinate and inferior to any voluntary lien, including any renewal and/or extension thereof, created on any Lot by an Owner thereof for the purpose of obtaining a construction or permanent loan, or both, for the purpose of constructing or purchasing a residence or improvements thereto upon such Lot. Such subordination of lien shall continue so long as such construction or permanent loan is outstanding. Funds arising from such maintenance charge shall be applied, so far as sufficient, toward the payment of expenses incurred for the maintenance or improvement of streets and roads located within the boundaries of the Subdivision, and for the payment of maintenance expenses incurred in connection with any or all of the following occurring only within road right-of-ways, easements common areas, or Reserves: Lighting, signs, sidewalks (if any), paths, recreational facilities, drainage, removal of litter and/or other actions necessary or desirable to keep the Subdivision

neat and in good order or which Subdivider considers to be of a general benefit to the Owners of Lots in the Subdivision. It is understood and agreed that the judgment of Subdivider, its successors or assigns, in the expenditure of the maintenance funds shall be final so long as such judgment is exercised in good faith. For calendar years 1988, 1989, 1990, 1991, and 1992, Subdivider, its successors or assigns, shall have the right to increase the maintenance charge from time to time in an annual amount not to exceed ten percent (10%) of the annual assessment for the immediately preceding year. Thereafter, Subdivider, its successors or assigns shall have the right to increase the maintenance charge from time to time in an annual amount equal to the percentage increase in the Consumer Price Index - All Items, 1967 equals 100 (as defined by the U.S. Department of Labor, Bureau of Labor Statistics) for the year next preceding the year for which the assessment is being made. Should the U.S. Department of Labor, Bureau of Labor Statistics cease to publish the Consumer Price Index - All Items, 1967 equals 100, Subdivider shall select such other indices which in its judgment reflect the then broad range of economic factors represented in the said Consumer Price Index - All Items, 1967 equals 100.

PROPERTY OWNERS' ASSOCIATION

Subdivider hereby reserves the right, in its sole discretion, to form or cause to be formed a property owners' association (herein referred to as "Association"), which may be incorporated as a non-profit corporation, and to which each Owner of a Lot within the subdivision shall belong. If and when such Association is formed Subdivider, its successors and assigns, shall have the right to assign the obligation to collect and administer the annual maintenance charge to said Association, together with the lien securing payment thereof, and from and after such time Subdivider, its successors and assigns, shall have no further obligation to collect or enforce the collection of such maintenance charge, or to perform any maintenance services related thereto.

FIREARMS

The use or discharge of firearms in the Subdivision is expressly prohibited.

ENFORCEMENT, SEVERABILITY

Subdivider, any Owner of a Lot or Reserve in the Subdivision, or Association, if any, shall have the right to prosecute any proceeding, attempting at law or in equity, against any person violating or attempting to violate any of these covenants or restrictions, and either prevent such person or persons, from so doing by prohibitive or mandatory injunction, or to recover damages for such violation. The party bringing the action or suit shall be entitled to recover in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his or her attorney. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in no way affect or invalidate any of the other provisions, but all of such other provisions shall remain in full force and effect.

RIGHTS OF EXXON CORPORATION

Reserves C, F, G and H designated on the Plat, are subject to a recorded agreement, under the terms of which Exxon agrees to restrict its actual drilling operations for oil and gas on these Reserves. All Lot Owners and the Owners of Reserves A, B, D, and E are expressly prohibited from going upon or using, for any purpose whatsoever, the land contained in such Reserves or any portion thereof. In addition, there are certain other mineral interest owners who have the right to explore for and to produce oil, gas and minerals upon the Subdivision. Each of these mineral owners has a superior right to use so much of the surface as is reasonably necessary to develop the oil and gas and minerals.

Exxon has the right to use the surface of the property in the Subdivision for geophysical operations. It is further understood that some of the geophysical operations involve the use of various kinds of energy sources in conjunction with geophysical detection and recording devices which measure and record geophysical properties of the earth, which properties include, by way of example and not of limitation, magnetics, acoustics, gravity, electricity or radiation. Exxon has agreed to refrain from using a large conventional explosive source for geophysical detection. The foregoing in no way limits Exxon's right to use light explosive charges (approximately one pound) or non-explosive sources for geophysical operations.

FURTHER DEVELOPMENT

Notice is hereby given to each purchaser of a Lot or Reserve in the Subdivision that Subdivider may in the future add an additional section or sections to the Subdivision. Purchasers of Lots in such future subdivisions may be entitled to use recreational facilities in the Subdivision, if any.

IN WITNESS WHEREOF, MITCHELL DEVELOPMENT CORPORATION OF SOUTHWEST has caused these presents to be executed by its duly authorized officer on this 15TH day of July, 1987.

1987 JUL 16 PM 2:30
 MITCHELL DEVELOPMENT CORPORATION
 OF THE SOUTHWEST

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 said Property
 Montgomery County Texas

By: [Signature]
 Name: J. L. Rogers
 Title: Senior Vice President

JUL 16 1987

STATE OF TEXAS
 COUNTY OF MONTGOMERY
 COUNTY CLERK
 MONTGOMERY COUNTY TEXAS

[Signature]

This instrument was acknowledged before me on July 15, 1987, by J. L. Rogers, Senior Vice President of Mitchell Development Corporation of the Southwest, a Delaware corporation, on behalf of said corporation.



[Signature]
 Printed Name: Rosemary Brown
 Notary Public
 State of Texas
 My Commission Expires: 8-13-90

Eileen Stilson
Mitchell Energy & Dvlpmt. Corp.
P.O. Box 4000
- 13 - The Woodlands, TX 77387-4000