

THE STATE OF TEXAS) 419
B'704545)
COUNTY OF HARRIS)

RESTRICTIONS - FOREST COVE #7
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KNOW ALL MEN BY THESE PRESENTS:

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11c WHEREAS, FOREST COVE DEVELOPMENT COMPANY is the owner of a tract of land which has been subdivided and platted as FOREST COVE, SECTION SEVEN, according to the unrecorded plat of said subdivision as prepared by T. C. EDMINSTER, Registered Engineer, Registration Number 9949, dated April 15, 1963, the boundary of said subdivision being more fully described by metes and bounds as follows:

A tract of land containing 59.5063 acres, being part of and out of that certain 985 acre, more or less, tract of land as described in Volume 1405, Page 668 of the Deed Records of Harris County, Texas in the Mary Owens Survey, A-611, Harris County, Texas, said 59.5063 acre tract of land being more particularly described by metes and bounds as follows:

329 BEGINNING at a point in the south line of Hamblen Road 80.00 feet wide, said point being located S 2° 11' 46" E, a distance of 60.12 feet from the northwest corner of Northshore Addition, as per map or plat of said subdivision recorded in Volume 50, Page 70 of the Map Records of Harris County, Texas;

THENCE, S 2° 11' 46" E, partly along the west line of the aforesaid Northshore Addition a distance of 1193.54 feet to a point;

THENCE, in a northwesterly direction, along the arc of a curve to the left, having a radius of 300.00, a central angle of 86° 24' 13", and whose chord bears N 45° 23' 53" W, a distance of 452.41 feet to a point, the end of said curve;

THENCE N 88° 35' 59" W, a distance of 2012.08 feet to a point;

THENCE S 40° 20' W, a distance of 218.50 feet to a point;

THENCE N 49° 40' W, a distance of 370.00 feet to a point, the beginning of a curve to the left;

THENCE, in a northwesterly direction, along the arc of said curve to the left, having a radius of 830.00 feet and a central angle of 21° 50', a distance of 316.28 feet to a point, the end of said curve;

THENCE, N 71° 30' W, a distance of 71.15 feet to a point;

THENCE, N 18° 30' E, a distance of 50.00 feet to a point, the beginning of a curve to the right;

THENCE, in a northeasterly direction, along the arc of said curve to the right, having a radius of 533.03 feet and a central angle of 41° 08', a distance of 382.67 feet to a point, the end of said curve;

THENCE, N 59° 38' E, a distance of 47.73 feet to a point, the beginning of a curve to the left;

THENCE, in a northeasterly direction, along the arc of said curve to the left, having a radius of 305.22 feet and a central angle of 58° 13' 59", a distance of 310.21 feet to a point, the end of said curve;

THENCE, N 1° 24' 01" E, a distance of 50.00 feet to a point in the south line of the aforesaid Hamblen Road;

THENCE, S 88° 35' 59" E, a distance of 2578.63 feet to the place of beginning.
(All bearings are referred to the Texas Coordinate System, South Central Zone.)

WHEREAS, it is deemed to be in the best interest of said corporation and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

10c NOW, THEREFORE, FOREST COVE DEVELOPMENT COMPANY, being the owner of all of said lots, acting herein by and through its officers duly authorized to do so by its Board of Directors, do hereby adopt the following covenants and restrictions, which shall be taken and deemed as covenants to run with the land and shall be binding on FOREST COVE DEVELOPMENT COMPANY and all parties and persons claiming under it until April 1, 1988, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years each unless by duly recorded instrument signed by a majority of the property owners in said addition it is agreed to change said covenants, conditions and restrictions in whole or in part.

If FOREST COVE DEVELOPMENT COMPANY, or any of its successors or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in the above referred to subdivision to prosecute any proceedings

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at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

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

(a) No lot shall be used except for residential purposes except for Lot Twenty-Seven (27) in Block Thirty-Five (35), which may be used for recreational purposes for use by residents or property owners of FOREST COVE SUBDIVISION. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels, and to exclude commercial and professional uses whether from homes, residences or otherwise, and all such uses of said property are hereby expressly prohibited. No 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, and a private garage for not more than three (3) cars.

(b) No building or construction of any type shall be erected, placed or altered on any building plot in this subdivision until two (2) sets of the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structure in the subdivision, and as to location with respect to topography and finished ground elevation, by a committee composed of three (3) officers of FOREST COVE DEVELOPMENT COMPANY, or by a representative named by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event such committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The duties and powers of such committee, and of its designated representatives shall cease on and after ten (10) years from date. Thereafter, the approval described in this covenant shall be vested in the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., which shall thereafter exercise the same powers previously exercised by said committee.

(c) No building shall be placed or maintained on any lot nearer to the street than the front or side street building set-back lines shown on the unrecorded plat. No residences shall be maintained nearer to an interior lot line than five (5) feet.

(d) No residential structure shall be erected or placed on any building plot which has an area of less than 12,000 square feet and only one residential structure may be placed on any residential lot.

(e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be at any time used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

(f) No residential structure shall be placed on a lot unless its living area has a minimum of 1,500 square feet of floor area exclusive of porches and garages.

(g) The exterior walls of all residences shall be at least fifty-one percent brick, block-veneer, concrete or other masonry type construction.

(h) No fence, wall, hedge, nor any pergola or other detached structure higher than two (2) feet above the ground, shall be erected, grown or maintained on any part of any lot forward of the front building line of said lot. No massed planting which would interfere with the view of cross traffic shall be allowed on a corner lot.

(i) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

(j) The raising or keeping of hogs, poultry, fowls, or of other livestock on any part of the subdivision is strictly prohibited.

(k) No spirituous, vinous, or malt liquors, or medicated bitters, capable or producing intoxication, shall be sold or offered for sale, on any residential ~~site~~ site in FOREST COVE, SECTION SEVEN. No premises or any part thereof shall be used for vicious, illegal, or immoral

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not for any purpose in violation of the laws of the State of Texas, or of the United States, or of police, health, sanitary, building or fire code regulations or instructions relating to or affecting the use or occupancy or possession of any of said sites.

(l) No sign of any kind shall be displayed to the public view except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by builders or FOREST COVE DEVELOPMENT COMPANY to advertise the property during the construction and sales period.

(m) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes 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.

(n) No boats or trailers may be parked in front of the front building lines of any lot.

(o) Easements affecting all lots in this subdivision are reserved, as shown on the official unrecorded plat, for the installation and maintenance of utilities and drainage facilities, and in addition to the easements shown on said plat, there is hereby designated and dedicated for use of all public utilities, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground, upward, located adjacent to said easements as shown on said plat.

(p) Title to any lot or portion thereof shall not include title to any utility lines in, under, or on, any easement or street.

(q) All concrete pipe under driveways must be at least 18 inches in diameter and may be of a greater dimension when required by the ARCHITECTURAL CONTROL COMMITTEE.

(r) No water well shall be permitted.

(s) Beginning January 1, 1965, each residential lot in FOREST COVE, SECTION SEVEN, shall be subject to an annual maintenance charge of \$10.00 per lot per year, for the purpose of creating a fund for the use and benefit of the FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation; such charges are to be paid by the then owner of each lot in connection with like charges to be paid by the owners of other lots in FOREST COVE, SECTION SEVEN. This maintenance charge is to be paid annually on the first day of January of each year and there shall be 6% interest charged on any delinquent payments. The maintenance charge shall be secured by a vendor's lien upon such lots, but said vendor's lien shall be secondary and subordinate to any valid first mortgage purchase lien or mechanic's and materialman's lien for the purchase or construction of a residence or other improvements on said lots.

FOREST COVE PROPERTY OWNERS ASSOCIATION, INC., shall apply the total of the sums so collected, so far as they may be sufficient for the repair and maintenance of streets and vacant lots and for the maintenance of the waterfront of FOREST COVE SUBDIVISION, including, but not by way of limitation; the dredging of channels, and for doing any other things which in the opinion of said Association are necessary and desirable to improve or maintain the property and which is of general benefit to the owners or occupants of FOREST COVE, SECTION SEVEN.

The annual charge for maintenance may be adjusted by the Association from year to year as the needs of the property may, in their judgment, require, but shall in no event be set at a higher amount than hereinabove stated, except by duly recorded petition signed by not less than three-fourths (3/4ths) of the then property owners of FOREST COVE, SECTION SEVEN, and in that event such an increase shall be binding upon all of the then property owners in said subdivision.

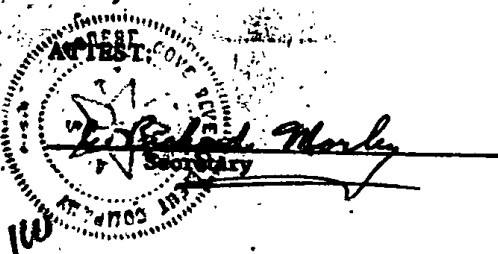
(t) Nothing herein contained shall serve to restrict or reserve in any manner any land other than the land described in the unrecorded plat of FOREST COVE, SECTION SEVEN as described above by metes and bounds.

Any violation of any of the covenants, agreements, reservations, easements, and restrictions herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or grantor, under any mortgage, or deed of trust, or to the assignee of any mortgage, trustee, or grantor, under any such mortgage or deed of trust, outstanding against the said property at the time that the easements, agreements, restrictions, reservations or covenants may be violated.

EXECUTED THIS 15th day of April, 1963

FOREST COVE DEVELOPMENT COMPANY

By: Howard W. Edmunds
President



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(OVER)

THE STATE OF TEXAS,
COUNTY OF HARRIS

CORPORATION ACKNOWLEDGMENT
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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Harold W. Edmonson, President of FOREST COVE DEVELOPMENT COMPANY

, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FOREST COVE DEVELOPMENT COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of JUNE, A. D. 1963.

(L.S.)

Jama W. Miller
Notary Public in and for HARRIS County, Texas.

FORM 54 WISSING PRINTING CO.

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Harris County, Texas, as stamped herein by me, on

JUN 11 1963



Robert W. Edmonson
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
Robert W. Edmonson
COUNTY CLERK,
HARRIS COUNTY, TEXAS

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Robert W. Edmonson
Notary Public
P.O. Box 13383
Houston 17, Texas

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