

8103397

THE STATE OF TEXAS

Q56-01-2139

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REAL PROPERTY RECORDS

COUNTY OF MONTGOMERY

X  
X

SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

KINKAID FARMS

—SEC. "B"—

WHEREAS, on the 17th day of July, 1978, the then owners of Kinkaid Farms, Section "B", James C. Shindler, Ed Cummins, Al Lum, Fred E. Miller and Barry Smith, all of Houston, Harris County, Texas, executed a Declaration of Covenants, Conditions and Restrictions of Kinkaid Farms, Section "B" and caused the same to be recorded under Montgomery County Clerk's File Number, Volume 1096, Pages 932-937; for Tracts 22 thru 32 inclusive, and the adjacent 48.73 acres.

WHEREAS, prior to the recording of said Declaration of Covenants, Conditions and Restrictions of Kinkaid Farms, Section "B", the owners conveyed Lot 32 (filed as Lot 33 in error) of Kinkaid Farms, Section "B", a subdivision in Montgomery County, Texas as per the Map or Plat thereof, to Bunch Home Builders; and

WHEREAS, it is the purpose of the Supplemental Declaration to add Bunch Home Builders as an owner of said property for the purposes of affirming and redeclaring the Declaration of Covenants, Conditions and Restrictions of Kinkaid Farms, Section "B"; and

WHEREAS, Bunch Home Builders, as owner, has agrees to execute this Supplemental Declaration, which by its terms shall incorporate the original Declaration of Covenants, Conditions and Restrictions of Kinkaid Farms, Section "B" which is recorded in Volume 1096, Pages 932-937 of the Deed Records of Montgomery County, Texas, which Declaration of Covenants, Conditions and Restrictions is incorporated herein as though fully copied herein for all purposes; and

WHEREAS, it is the desire of said owners to establish and redeclare and reaffirm a general and uniform plan for improvement, development, sale and use of all lots of Kinkaid Farms, Section "B", for the benefit and protection of the present and future owners of lots therein;

NOW, THEREFORE, Bunch Home Builders, as an owner of Lot 32 in Kinkaid Farms, Section "B", hereby executes the Supplemental Declaration of Covenants, Conditions and Restrictions of Kinkaid Farms, Section "B" to evidence its approval of the Restrictions upon said

property, which said restrictions shall constitute covenants running with the land and shall inure to the benefit of all of the owners, their heirs and assigns, and to each and every purchaser of a lot or lots in said subdivision, and their assigns; any one of said beneficiaries shall have the right to enforce said restrictions, using whatever legal method is deemed advisable.

IN TESTIMONY OF WHICH, the undersigned having executed or causing these presents to be executed by or through their respective officers, this the 27<sup>th</sup> day of January ~~1980~~ 1981.

ADDITIONAL OWNER:

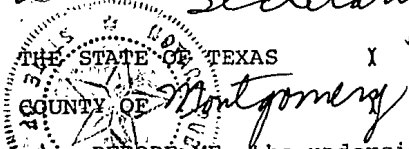
BUNCH HOME BUILDERS

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

BY: Tommy N. Bunch  
President

ATTEST:

Thomas M. Bunch  
Secretary



BEFORE ME, the undersigned authority, on this day personally appeared Tommy N. Bunch, President of Bunch Home Builders, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that he executed the same for the purposes and consideration therein expressed and as the act and deed of Bunch Builders.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27<sup>th</sup> day of January, ~~1980~~ 1981.

Wilbur A. Mulcock  
Notary Public

ADDITIONAL OWNERS:

Fred E. Miller  
Fred E. Miller

Barry Smith  
Barry Smith

Ed Cummins  
Ed. Cummins

E. Philip Cannon  
E. Philip Cannon, Chairman  
Board of Trustees, St. John's School

XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
James C. Shindler  
James C. Shindler

David M. Underwood  
David M. Underwood, Chairman  
Kinkaid School Endowment Fund

-2- Attest: W. J. McKinley, Jr.  
W. J. McKinley, Jr., Secretary

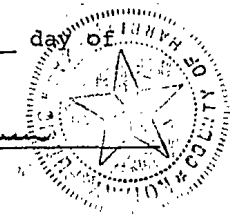
056-01-2141

THE STATE OF TEXAS X  
COUNTY OF Harris X

BEFORE ME, the undersigned authority, on this day personally appeared E. Philip Cannon known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of January, 1980.

*Elizabeth S. Goodwin*  
Notary Public

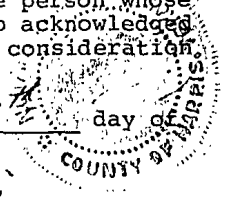


THE STATE OF TEXAS X  
COUNTY OF Harris X

BEFORE ME, the undersigned authority, on this day personally appeared James C. Shindler known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of January, 1980.

*Betty Shindler*  
Notary Public

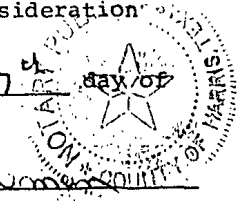


THE STATE OF TEXAS X  
COUNTY OF Harris X

BEFORE ME, the undersigned authority, on this day personally appeared Barry W. Smith known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of January, 1980.

*Betty A. Barman*  
Notary Public



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

056-01-2142

THE STATE OF TEXAS X  
COUNTY OF Harris X

BEFORE ME, the undersigned authority, on this day personally appeared Fred E. Miller known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of November, 1980.

Ann M. Haper  
Notary Public

THE STATE OF TEXAS X  
COUNTY OF \_\_\_\_\_ X

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

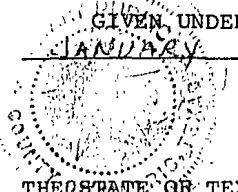
**RECORDER'S MEMORANDUM**  
ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

\_\_\_\_\_  
Notary Public

THE STATE OF TEXAS X  
COUNTY OF Harris X

BEFORE ME, the undersigned authority, on this day personally appeared Ed. Cummins known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8TH day of JANUARY, 1980.



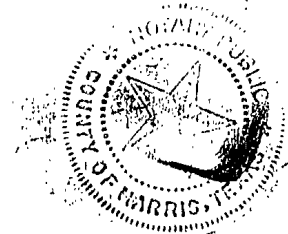
Joan Dugan  
Notary Public

THE STATE OF TEXAS X  
COUNTY OF Harris X

BEFORE ME, the undersigned authority, on this day personally appeared David M. Underwood known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17<sup>th</sup> day of December, 1980.

Donna R. Gilliam  
Notary Public



DONNA R. GILLIAM  
Notary Public in and for Harris County, Texas  
My Commission Expires September 14, 1981

ORIGINAL ILLEGIBLE

STATE OF TEXAS  
COUNTY OF HARRIS

EXHIBIT "B"

H. 500 - 5K

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

KINKAID FARMS

- SEC. "B" -

WHEREAS, JAMES C. SHINDLER, ED CUMMINS, AL LUM, FRED B. MILLER and BARRY SMITH, all of Houston, Harris County, Texas, hereinafter called "Owners", are the owners of the following described lots, blocks and parcels of land in Montgomery County, Texas, to-wit:  
Tract(s) through (32), both inclusive, in KINKAID FARMS, SECTION "B", a subdivision in Montgomery County, Texas, as per the Map or Plat thereof.

WHEREAS, it is the desire of the said Owners to establish and adopt a general and uniform plan for the improvement, development, sale and use of all of the lots in said KINKAID FARMS, SECTION "B", for the benefit and protection of the present and future owners of lots therein;

NOW THEREFORE, JAMES C. SHINDLER, ED CUMMINS, AL LUM, FRED MILLER and BARRY SMITH, being the owners of all of the above described property, do hereby impose the following restrictions upon said property, which said restrictions shall constitute covenants running with the land and shall inure to the benefit of JAMES C. SHINDLER, ED CUMMINS, AL LUM, FRED MILLER and BARRY SMITH, their heirs and assigns, and to each and every purchaser of a lot or lots in said subdivision, and their heirs and assigns; and any one of said beneficiaries shall have the right to enforce said restrictions, using whatever legal method is deemed advisable.

ARTICLE I

RESTRICTIONS

Section 1. STREETS: The foregoing plat dedicates for public use as such the streets and roads shown thereon.

RECORDING'S MEMORANDUM

At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All booklets, additions and changes were present at the time the instrument was filed and recorded.

**ORIGINAL ILLEGIBLE**

vs. 1006 W. 933

**Section 1. UTILITIES.** Owners reserve the utility easements and rights-of-way shown on the aforesaid map or plan for the use and benefit of any utility operating in Montgomery County, Texas, as well as for the benefit of Owners and their assigns in the subdivision, to assure the erecting, maintenance and operation of a system of electric light and power, telephone lines, gas, water, sanitary sewers, or any other utility or service which Owners may find necessary for the proper service of lots in the subdivision.

**Section 2. ADDITIONAL RESERVATIONS.** Owners reserve the right to impose further restrictions and to dedicate additional easements and rights-of-way for roads, streets and utilities on any un sold lots in said subdivision, such restrictions to be imposed and such easements and rights-of-way to be dedicated either by instrument in writing duly recorded in the office of the County Clerk of Montgomery County, Texas, or incorporated in any deed from Owners conveying the site or sites affected thereby.

**Section 3. LIABILITY.** Neither Owners nor any utility company or any such agents and easements shall be liable for any damages done by them or their agents, employees, servants, or assigns, to machinery, trees, flowers, or other property belonging to any lot owner on the property across which easements are reserved.

**Section 4. CONVEYANCE.** All the rights, titles, easements and reservations stated herein shall be referred to, made a part of, and construed as being adopted in each and every deed, lease, or conveyance executed or to be executed by and on behalf of James C. Stouffer, Ed Lumbert, Al Lumbert, Fred Stiller and Harry Smith conveying the aforesaid property or any part thereof and are hereby expressly reserved unto Owners, their heirs and assigns.

**ARTICLE II**

**GENERAL PROVISIONS**

**Section 1. TERM.** These covenants, restrictions and/or provisions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of the recording of said covenants, restrictions and provisions, should the same be extended for successive ten (10) year periods, unless a longer term is hereinafter agreed to in writing by the then owners of the lots hereinafter described, agreeing to extend said covenants, restrictions and provisions for the expiration of any such ten (10) year period.

**Section 2. ENFORCEABILITY.** These covenants, restrictions and provisions, and each part of any provision, shall be held enforceable, in that the enforcement of any part thereof by Court judgment shall not be affected by any other provision of restrictive covenants, and said other provisions shall remain in full force and effect.

**Section 3. ENFORCEMENT.** Enforcement of restrictive covenants shall be by proceedings at law or in equity against any person or parties violating or attempting to violate any restrictions, covenants or terms, and legal remedy shall lie in restraint of violation or to recovery of said damages.

**ORIGINAL - ILLEGIBLE**

vs. 1096 00:934

The right of legal action in enforcement shall accrue to any owner of property in this subdivision or any claimant thereunder, and to any political unit or governmental authority having jurisdiction in the matter in question.

**Section 4. LIENS.** Liens upon any tract or building site in this subdivision given to secure payment of notes for purchase money advanced, or for improvements made or to be made, or for the extension or renewal of such indebtedness or notes, or any part thereof, shall not be invalidated or affected in any way by any violation of these covenants on the part of any person or party acquiring any such tract or building site, such liens shall remain in full force and priority in the case of any court judgment against such owner of such tract or building site, said premises shall remain subject to such liens, and no release of any restrictive covenants, or any part thereof, shall be construed as against the debt, said purchaser, his heirs, executors, administrators, assigns, or successors, as the case may be; and sale under a foreclosure of such liens or a foreclosure recited shall pass title to such premises subject to the restrictive covenants then in force and effect.

**Section 5. EASEMENTS.** Easements as shown and called for on the official plat of this subdivision have been dedicated for the installation, by public and maintenance thereof of utilities serving the needs of residents in this subdivision. All ground easements shown and called for on an official plat. All first floor shall be installed upon streets, sidewalks, utility systems and to all parts thereof shall remain available to the utility corporation, political unit having due and legal authority to install, maintain and operate such systems, and no right of ownership or possession of any part thereof, shall pass to any owner of real property in this subdivision by virtue of such ownership. The owners of utility systems shall have the rights of ingress and egress for the purposes of the installation, operation and maintenance, and for the purpose shall have the right of use of land under easement as against the owner of such land.

**ARTICLE III**

**USE RESTRICTIONS**

**Section 1. LAND USE.** No tract or building site shall be used except for residential purposes. No business, professional, or other character, or any kind of industry, for any occupation or business for commercial gain or profit shall be done or carried on in said subdivision. All provisions of said subdivision shall hereby designated as a residential area unless written approval is given by the Architectural Control Committee.

**Section 2. HEIGHTS.** A lot or lots consisting of a tract or one or more tracts of lots of tracts, shall not contain any structure or parts of the same parts of the lot or tracts shall be no more than the height hereinafter approved by the Architectural Control Committee.

**Section 3. FENCES AND WALLS.** To render a subdivision enclosed with less than six hundred (600) square feet of covered floor space, exclusive of garage or carport, without specific approval of the Architectural Control Committee. All exterior walls shall be of masonry materials, all exterior foundations shall have a concrete base at least 12 inches above grade level. No fence shall be constructed of corrugated metal materials including roofing material. Any and all buildings shall have at least two coats of good grade exterior paint on all exterior walls.

**ORIGINAL ILLEGIBLE**

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( No such building of any type or character shall ever be moved onto any lot within said subdivision without the approval of the Architectural Control Committee.

Whenever a residence is established on any tract, it shall provide an inside toilet and at all be connected with a septic tank and drain approved by Montgomery County Health Department until such time as sanitary sewers may be available for use in connection with such tract. No cesspool shall ever be dug, used or maintained on any parcel of land in the subdivision and drainage of septic tanks or seepage pits, ponds, lakes, streams, alleys, ditches, ravines, or any other open ground shall be prohibited and enforceable as any other restriction of these restrictions by any resident in the subdivision or by public body. The purchaser of a parcel of land in the subdivision shall upon constructing any residence upon his tract, or any person may cause this tract of land, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property, 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 below the level of the ditch. Outside toilets are strictly prohibited. Septic tank approval is required on each of the tracts by the Montgomery County Health Department.

**Section 4. TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basements, tent, shack, garage, barn, mobile home, or other structure shall be used on any lot as an entrance, exit, or either temporarily or permanently; nor shall any out building, including the main building situated thereon be used as a residence, either temporarily or permanently.

**Section 5. SIGN AND BILLBOARDS:** No signs, billboards, posters or advertising devices of any character shall be erected on any lot or lot except one sign of not more than ten (10) 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. The right is reserved by James C. Shumler, Ed Cummins, Al Lum, Fred Miller and Harry Smith to construct and maintain such signs, billboards or advertising devices as they deem necessary in connection with the general sale of property in this subdivision.

**Section 6. OIL AND MINING OPERATIONS:** No oil drilling or development operations, oil refineries, quarries or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, fuel pits, mineral excavations or shafts be permitted upon or in any lot. No mine or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**Section 7. GARAGE AND WASTE DISPOSALS:** No lot shall be used for maintenance and disposal of automobiles, trucks, garbage or other waste shall not be kept except in sanitary containers.

**Section 8. LIVESTOCK AND POULTRY:** Dogs, cats, and other domestic animals shall be kept provided they are not kept, bred, or maintained for any commercial purpose. Horses and cattle may be kept, but written approval must be given by the Architectural Control Committee in advance, or board of not more than two (2) horses or two (2) cows per tract. All horses, cats, dogs, etc., must be approved by the Architectural Control Committee, and none of new materials on the outside and be maintained in good condition and repair.



**ORIGINAL ILLEGIBLE**

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**Section 10. FENCES:** All fences must be kept in good condition and repair. No fence or wall shall be constructed upon the abovesaid lots or tracts unless it be of either wood, masonry, or chain-link construction, be not more than six (6) feet in height, or have a sign approved by the Architectural Control Committee.

**Section 10. FIREARMS:** The use or discharge of pistols, rifles, shot guns or other firearms is expressly prohibited on any part of said Subdivision Property.

**Section 11. GARBAGE AND TRASH DISPOSAL:** Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any resident of this Subdivision is or may be created. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste 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.

**Section 12. VEHICLES:** No dune buggies, mopeds, motorcycles, mopeds, bikes, trail bikes, or any two or three wheel vehicles powered by internal combustion engines shall be driven on the streets of the subdivision, except for egress and ingress to the subdivision from the public road.

All motor homes, campers, boats, or recreational vehicles and equipment of any type shall be stored or parked in a neat and attractive manner.

No damaged, disabled or inoperable vehicle of any type, or any vehicle without current license and registration, shall be parked or stored on any lot except while parked in a closed garage, nor parked on any residential street in the subdivision.

**ARTICLE 12**

**ARCHITECTURAL CONTROL COMMITTEE**

**Section 1. MEMBERSHIP:** The Architectural Control Committee shall be composed of five (5) members, three (3) males and two (2) females. The first meeting may be held on or about the first of the month following the date of the first meeting of the Board of Directors.

In the event of the death or resignation of any member of the Committee, the remaining members of the Committee shall have the right to elect a successor. If two of the members of the Committee are unable to attend a regular meeting, they may be represented by a person appointed by them to this end. The Committee shall have the right to elect a successor to any member of the Committee who has resigned or whose term of office has expired. The Committee shall have the right to elect a successor to any member of the Committee who has resigned or whose term of office has expired. The Committee shall have the right to elect a successor to any member of the Committee who has resigned or whose term of office has expired.

**Section 2. WRITTEN APPROVAL:** The Committee's approval, as required in these covenants, shall be in writing. Failure to give such written approval within thirty (30) days shall be deemed to be a disapproval.

**ORIGINAL ILLEGIBLE**

Ac. 16.96 a. 937

**Section 3. TRANSFER OF AUTHORITY:** At any time after ten (10) years from the date hereof the then record owner a majority of the lots in this subdivision may elect to transfer all of the rights, powers, duties, purposes and functions of the Committee to any non-profit civic club or similar association or organization representing them and upon such transfer this Committee shall cease to exist, and said civic club or similar association or organization shall succeed to all of the rights, powers, duties, purposes, and functions of this Committee.

**Section 4. AUTHORITY:** Specifically, but not by way of limitation, the Committee shall have the following rights, duties, privileges, functions, and purposes, to-wit:

- A. The right to approve or disapprove any of the building plans and specifications and plot plans submitted to it in accordance with the requirements of these restrictions;
- B. The right, but not the obligation, to enforce these restrictions and/or to prevent violations thereof; and,
- C. The right to adopt rules for the conduct of its business which shall not be inconsistent with anything herein contained.

**ARTICLE V**

IN TESTIMONY WHEREOF, the undersigned have executed or caused these presents to be executed by and through their respective officers, this the \_\_\_\_\_ day of \_\_\_\_\_, 1978

**OWNERS**

*James M. ...*  
*Frederic E. ...*  
*ATTEST*

**LIEN HOLDER**

FIRST CONTINENTAL REAL ESTATE INVESTMENT TRUST

By: *[Signature]*  
TRUSTEE



STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify that this instrument was duly recorded on the date and at the place stamped hereon by me and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas

Recorded by  
Trustees Title Co.  
2730 Interstate 45  
Conroe, Texas 77385

JAN 29 1981



*Roy Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

FILED FOR RECORD

1981 JAN 29 PH 2:04

*Roy Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

At the time of registration, this instrument was public record. In accordance with the instrument was a photo copy, disc, or other means of illegible carbon copy, additions and changes.

Recorded by First Continental Real Estate Investment Trust Co. 2730 Interstate 45 Conroe, Texas 77385