

DEEDS

79-11149

KLEIMANN ESTATES
RESERVATIONS, RESTRICTIONS AND COVENANTS

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

THAT, KLEIMANN ESTATES, INC., a Texas Corporation, having its principal office in Willis, Montgomery County, Texas (hereinafter called the "Developer"), being the owner of that certain tract of land which Developer has named "Kleimann Estates" and which is more particularly described on Exhibit "A" attached hereto and made a part hereof, desiring to create and carry out a uniform plan and scheme for the improvements, development and sale of property in said subdivision, (herein referred to as the "Subdivision") does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants, which shall be and are hereby made applicable to the Subdivision.

I

General Provisions

1. Applicability. (a) Each Contract, Deed, Deed of Trust or other instrument which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust and whether or not referred to in any such instrument.

(b) The term "lot" as used herein shall mean a part or parcel of the Subdivision conveyed by the Developer to another person or entity other than for street, utility easement, park or recreational purposes and which part or parcel of the Subdivision was subject to these Reservations, Restrictions and Covenants when so conveyed by the Developer.

2. Dedication of Streets. All streets which may be created in the Subdivision are for the principal purpose of providing ingress to and egress from the lots which abutt them; accordingly, no cars or other vehicles shall be permitted to be parked or to stand nor shall other obstructions of any kind be permitted in such streets and roads.

At the time each lot in the Subdivision is conveyed by the Developer to the Purchaser thereof an easement or right-of-way for street and utility purposes may be impressed upon a portion of such lot. Additionally, building lines or set-back lines may be imposed in the Deed from the Developer to the Purchaser of each lot. The street so created and the building or set-back lines so designated shall be for the benefit of all owners of lots or other property in the Subdivision.

3. The provisions hereof, including the Reservation, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Developer, its

successors and assigns, and all persons or parties claiming under it or them for a period of thirty-five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty-five (35) years or ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter.

5. Enforcement. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person or persons owning property in the Subdivision may have sustained by reason of the violation. The Developer or any person owning property in the Subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

6. Partial Invalidity. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

7. Effect of Violations on Mortgagees. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained, including said Reservations, Restrictions and Covenants.

II

Buildings and Use of Lots

1. Basic Rule. There shall not be built upon any lot a residential structure containing within the exterior or the interior walls less than 1,200 square feet of area (exclusive of porches, whether open or enclosed). No trailer houses shall be installed upon any lot in the Subdivision. This provision shall not be deemed or construed to exclude modular houses if placed upon permanent slab or 4 x 6 beam foundations. The owner of any lot who proposes to install a

modular home thereon shall not commence such installation until the Developer has approved of the modular home to be installed and the method of construction of its foundation.

2. Effect of Inaction. If any matter requires approval of the Developer or the exercise of discretion by the Developer in accordance with the terms of these Restrictions, Reservations and Covenants and the Developer has not exercised such discretion or rendered any such decision in writing within twenty (20) days after request therefor containing all information necessary to the making of such decision or the exercise of such discretion is delivered to Developer, then it shall be deemed that Developer has approved the proposal or has exercised discretion in the manner requested.

3. (a) No building shall be erected, altered or permitted to remain on any lot or multiple adjacent lots of less area, in total, than 22,500 square feet. A lot may be subdivided by the owner thereof provided that no parcel resulting from such Subdivision is less than one-half acre in size.

Once the owner of any lot or building site has commenced the construction of a house or other permanent structure upon any such lot or building site, the owner must diligently proceed to complete such structure in accordance with the plans therefor approved by the Committee. The exterior of such house or permanent structure must be completed not later than six (6) months from the date that construction thereon commenced.

4. No building or other structures shall be located permanently or temporarily on any Lot nearer than 15 feet to any boundary of such Lot; and no structure or building shall be located between any lot boundary and building line or set-back line imposed on such lot by the terms of the conveyance of such lot by the Developer. No camper, recreational vehicle or boat shall be parked on any Lot nearer than 15 feet to any boundary of such Lot. For purposes of this Covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of any improvements on any Lot to encroach upon another Lot.

5. All lots in the Subdivision shall be used only for single-family camping or residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. The renting or leasing of any improvements upon any Lot for single family, camping or residential purposes shall not be deemed a commercial business or professional purpose.

6. Except as specifically allowed hereby, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that doges, cats or other common household pets may be kept as household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance, are not allowed to run loose and do not constitute a danger or potential or actual disruption of other lot owners, their families or guests.

7. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property.

8. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

9. No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot without the approval of the Developer. The Developer shall have the right to remove and dispose of any sign, advertisement, billboard or advertising structure prohibited by this provision which is placed on any lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

10. No lot or other portion of the Subdivision shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun or any other firearm.

11. Driveways shall be constructed entirely of concrete or asphalt or iron ore or shell or another all-weather material.

12. No obstruction of any kind shall be permitted in any drainage ditch within the Subdivision; without limiting the generality of the foregoing, no culvert shall be installed or permitted in any drainage ditch unless the size thereof is sufficient to allow drainage of property naturally draining through such ditch.

13. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto.

14. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon any lot, nor shall any oil wells, oil tanks, mineral excavations or shafts be permitted upon any lot. No derrick or

other structure designed for use in boring for oil or natural gas, shall be erected, maintained or permitted on any building site. Water wells may be drilled and maintained.

15. Motorcycle operation is specifically prohibited within the boundaries of the Subdivision except upon streets, and then only when operated in a quiet manner with appropriate muffler.

III

Development Charges

1. Each lot (or residential building site) in the Subdivision shall be and is hereby made subject to a monthly utility charge of three dollars and fifty cents (\$3.50) per month payable to the Developer, which charge shall be payable from the first day of the month following the month in which a water line is extended to a property line of the subject lot and shall continue until the water line to service permanent improvements upon the lot is connected, whereupon such charge shall terminate. Once any lot owner has connected improvements to such water line, such owner shall pay to the Developer for water service the sum of \$8.50/month until Developer no longer operates such water system as provided herein. These charges shall be deemed a part of the Development Charges set out below and shall be secured by the lien securing payment of Development Charges.

2. Each lot shall also be subject to Development Charges payable to the Developer as follows:

(a) When the Owner of any lot desires to make a connection to the water line system installed by the Developer, a Development Charge of \$350.00 shall be payable; and

(b) When and if the roadway (or roadways in the case of a corner lot) in the Subdivision are paved with asphalt or surfaced with concrete or other all-weather permanent surface, then there shall be payable to the Developer a Development Charge calculated by multiplying the number of lineal feet along the boundary (or boundaries) of the road easement (or road easements) adjacent to each lot by \$2.50/foot.

The Development Charge shall not, without the consent of the Developer, apply to lots owned by the Developer, so long as said lots remain for sale.

3. In order to secure the payment of the Development Charges hereby levied, a vendor's lien shall be and is hereby reserved (and may be, but is not required to be reserved in the Deed from the Developer to the purchaser of each lot or portion thereof), which lien shall be enforceable through appropriate judicial proceedings by the Developer. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or savings and loan association ("Institutional Lender") which hereafter lends money for the

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared CARL H. KLEIMANN, President of KLEIMANN ESTATES, INC. a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 27th day of February, 1978.



Jamie Wilson
Notary Public in and for
Montgomery County, Texas

construction (including improvement) and/or permanent financing of improvements on any such property and shall be subordinate to any vendor's lien or deed of trust lien reserved by Developer in the sale of lots in the Subdivision.

IV.

Common Areas

1. The portion of the Subdivision described on Exhibit "B" attached hereto and made a part hereof for all purposes is hereby dedicated for the period of these Restrictions as a boat ramp for the use of the owners of Lots in the Subdivision, their bona fide guests and such other persons as may be admitted by written supplement to this instrument executed by the Developer. Such portion of the Subdivision shall be used only for the docking and launching of boats and the parking of vehicles and trailers while such boats are being used.



RECORDED MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND
CHANGES WERE PRESENT AT THE TIME
THIS INSTRUMENT WAS FILED AND RE-
CORDED.

V.

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

EXECUTED this 27 day of Feb, 1979.

ATTEST:

Open Humana
Secretary

KLEIMANN ESTATES, INC.

By Carl H. Kleimann
Carl H. Kleimann, President

THE STATE OF TEXAS }
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A.D. 19

Notary Public in and for _____ County, Texas.
My commission expires....., 19.....

(Printed or stamped name of notary)

(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A.D. 19

Notary Public in and for _____ County, Texas.
My commission expires....., 19.....

(Printed or stamped name of notary)

WARRANTY DEED

TO

PREPARED IN THE LAW OFFICE OF:

PLEASE RETURN TO:

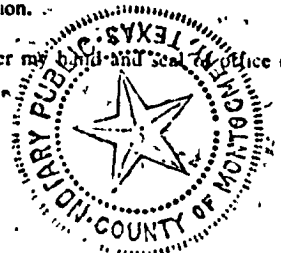
(Corporate Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF MONTGOMERY

Before me, the undersigned authority, on this day personally appeared Carl Kleimann, PRESIDENT of Kleimann Estates, Inc, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the

1st day of November, A.D. 19 79



Holly Hensley
Notary Public in and for _____ County, Texas.

My commission expires November....., 19 80

Holly Hensley
(Printed or stamped name of notary)

EXHIBIT "A"

BEING 110.582 acres of land out of the Neal Martin Survey, Abstract No. 26, Montgomery County, Texas, and being a part of the same land in Deeds to Carl Kleimann, recorded in Volume 786, Page 768, Emma K. Stanfield, recorded in Volume 786, Page 776, and John R. Kleimann, recorded in Volume 786, Page 784, Deed Records of Montgomery County, Texas; and, said 110.582 acres being more particularly described as follows:

BEGINNING at the Northwest corner of Edward G. Barnes tract, Deed of which is recorded in Volume 416, Page 331, Deed Records, Montgomery County, Texas, and the South line of former Rachel O'Banion et al., tract, Deed of which is recorded in Volume 300, Page 611, Deed Records, Montgomery County, Texas, and the lower Northeast corner of former John B. Kleimann tract, Deed of which is recorded in Volume 289, Page 15, Deed Records, Montgomery County, Texas, for the lower Northeast corner of herein described tract;

THENCE N. 75° 00' W., along the South line of said former O'Banion tract, passing here Southwest corner and the Southeast corner of James H. Foster, Trustee, tract, Deed of which is recorded in Volume 665, Page 564, Deed Records, Montgomery County, Texas, and continuing along his lower South line and the lower North line of said Kleimann tract for a total distance of 2880.68 feet to the lower Southwest corner of said Foster tract and an inside corner of herein described tract;

THENCE N. 14° 56' 42" E., along the lower West line of said Foster tract and the upper East line of said Kleimann tract for a distance of 849.83 feet to an inside corner of said Foster tract and the upper Northeast corner of said Kleimann tract;

THENCE N. 73° 54' W., along the upper South line of said Foster tract and the upper North line of said Kleimann tract for a distance of 2243.25 feet to its intersection with the 201 contour line of Lake Conroe;

THENCE along the 201 contour line of Lake Conroe with its meanders as follows:

S. 37° 39' 35" W., 208.95 feet,
 N. 64° 39' 25" W., 199.80 feet,
 S. 76° 32' 35" W., 112.44 feet,
 N. 52° 55' 25" W., 68.82 feet,
 N. 17° 12' 35" E., 115.63 feet,
 N. 37° 29' 00" W., 131.69 feet to its intersection with the upper South line of said Foster tract and the upper North line of said Kleimann tract;

THENCE N. 74° 00' 50" W., along the upper South line of said Foster tract and the upper North line of said Kleimann tract for a distance of 561.23 feet to its intersection with the 201 contour line of Lake Conroe;

THENCE along the 201 contour line of Lake Conroe with its meanders as follows:

S. 28° 00' 30" W., 92.40 feet,
 S. 09° 08' 30" E., 242.20 feet,
 S. 32° 52' 30" W., 252.45 feet,
 S. 43° 08' 30" W., 264.40 feet,
 S. 10° 59' 30" E., 148.85 feet,
 N. 85° 24' 30" E., 92.70 feet,
 N. 37° 27' 30" E., 195.55 feet,
 S. 21° 13' 30" E., 206.50 feet,
 N. 54° 06' 30" E., 49.35 feet,
 N. 09° 41' 30" W., 168.12 feet,
 N. 27° 29' 30" E., 172.55 feet,
 N. 06° 56' 30" E., 113.04 feet,
 N. 06° 37' 30" W., 105.10 feet,
 N. 27° 28' 30" E., 162.44 feet,
 S. 80° 44' 30" E., 118.50 feet,
 S. 16° 38' 30" E., 121.80 feet,
 S. 30° 05' 30" W., 161.75 feet,
 S. 28° 22' 30" W., 239.80 feet,
 S. 25° 47' 30" E., 129.65 feet,
 S. 73° 22' 30" E., 114.55 feet,
 N. 67° 03' 30" E., 89.68 feet to a point for

corner;

THENCE N. 45° 14' 03" E., for a distance of 193.67 feet to a point for corner;

THENCE S. 62° 22' 00" E., for a distance of 1750.0 feet to a point for corner;

THENCE S. 52° 21' 37" E., for a distance of 738.05 feet to a point for corner;

THENCE S. 14° 56' 42" W., for a distance of 503.59 feet to a point for corner;

THENCE S. 75° 00' E., for a distance of 3184.85 feet to a point for corner in the lower East line of said Kleimann tract and the West line of said Barnes tract;

THENCE N. 14° 38' 30" E., along the West line of said Barnes tract and the lower East line of said Kleimann tract for a distance of 762.34 feet to the point of beginning, and containing 110.582 acres of land.

" EXHIBIT B"
FIELD NOTES
Boat Ramp

Field notes of a 0.75 acre tract or parcel of land lying and being situated in the Neal Martin Survey, Abstract Number 26, Montgomery County, Texas, and being part of the same land described in deed to Carl Kleimann recorded in Volume 786, Page 768, deed to Emma K. Stanfield recorded in Volume 786, Page 776, and deed to John R. Kleimann recorded in Volume 786, Page 784 of the Montgomery Country deed records, and being more particularly described as follows:

COMMENCING at the northwest corner of the Edward G. Barnes tract, deed of which is recorded in Volume 416, Page 331, M.C.D.R., and the south line of the former Rachel O'Banion et al tract, deed of which is recorded in Volume 300, Page 611, M.C.D.R., and the lower northeast corner of the former John B. Kleimann tract, deed of which is recorded in Volume 289, Page 15, M.C.D.R.;

THENCE N 75° 00' 00" W along the south line of the beforementioned former O'Banion tract, same being the centerline a 60 foot wide road easement, for a distance of 3114.68 feet to a point, said point being the intersection of the centerline of two 60 foot wide road easements;

THENCE N 16° 19' 55" E with the centerline of said road easement for a distance of 432.42 feet to a point marking the intersection of the centerline of two 60 foot wide road easements;

THENCE N 74° 45' 55" W with the centerline of said road easement for a distance of 1154.60 feet to a point marking the intersection of the centerline of two 60 foot wide road easements;

THENCE N 69° 54' 05" W with the centerline of said road easement for a distance of 696.41 feet to a point marking the intersection of the centerline of two 60 foot wide road easements;

THENCE S 54° 01' 10" W with the centerline of said road easement for a distance of 209.14 feet to a point marking the intersection of the centerline of two 60 foot wide road easements;

THENCE N 62° 22' 00" W with the centerline of said road easement for a distance of 830.05 feet to a point marking the intersection of the centerline of three 60 foot wide road easements, and the place of beginning;

THENCE S 45° 30' 00" W with the centerline of said road easement for a distance of 131.44 feet to a point, said point being the southeast corner of this 0.75 acre tract;

THENCE N 62° 22' 00" W for a distance of 143.38 feet to an iron rod set for a corner;

THENCE N 27° 38' E for a distance of 34.76 feet to an iron rod set for a corner;

THENCE N 62° 22' W for a distance of 100.00 feet to an iron rod set for a corner in the proposed reclaimed boundary line of Lake Conroe perennial easement;

THENCE N 26° 50' 04" E with said Lake Conroe easement for a distance of 40.01 feet to an iron rod set for a corner;

THENCE S 62° 22' E for a distance of 100.00 feet to an iron rod set for a corner;

THENCE N 50° 00' E for a distance of 120.00 feet to an iron rod set for a corner;

THENCE S 62° 22' E for a distance of 123.19 feet to an iron rod set in the centerline of a 60 foot road easement and the most easterly corner of this 0.75 acre tract;

THENCE S 13° 22' W with said road easement centerline for a distance of 62.57 feet to the place of beginning containing 0.75 acres more or less.

The portion of the beforementioned 0.75 acre tract described below is dedicated to the public for utility lines to serve the property herein described and other property in the 110.582 acre tract from which this property is taken.

A fifteen foot wide public utilities easement is hereby dedicated along said road easement(s) being bounded by a line 30 feet from and parallel to the centerline of said road easement(s) and a line 45 feet from and parallel to the centerline of said road easement(s).

13 Feb 79

10. 11. 12. 13.

R. E. Stansberry
R. E. STANSBERRY
REGISTERED PUBLIC SURVEYOR
NO. 1879
1879
REGISTERED
PUBLIC SURVEYOR

FILED FOR RECORD

1979 NO. -1 AM 10: 11

ROY HARRIS, CLERK
COUNTY COURT, MONTGOMERY CO. TX

BY *James Bowman* DEPUTY