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--02175--FOREST HILLS DEVELOPMENT TO THE PUBLIC

RESERVATIONS & RESTRICTIONS

RESERVATIONS AND RESTRICTIONS

THE STATE OF TEXAS)
)
 COUNTY OF WALKER)

KNOW ALL MEN BY THESE PRESENTS:

THAT FOREST HILLS DEVELOPMENT, (hereinafter called "Grantor") a joint land venture by R. B. Thomason and Doyle F. McAdams, Jr., being the owner of that certain tract of land containing 25.48 acres, more or less, out of the P. Gray Survey Abstract No. 24 in Walker County, Texas, which has heretofore been platted into a subdivision known as Forest Hills Addition Section One (herein called "Forest Hills") according to the map of said subdivision recorded in the office of the County Clerk of Walker County, Texas bearing County Clerk File No. 02175 and in Volume _____, page _____ Map Records, Walker County, Texas reference to which map is here made for all purposes, and desiring to create and carry out a uniform plan for the improvements, development and sale of all of the lots or building sites as same are hereinafter defined (herein sometimes called "lots"), in said Forest Hills for the benefit of the present and future owners of said lots, do hereby adopt and establish the following reservations, restriction, covenants and easements to apply uniformly to the use, occupancy and conveyance of all lots in Forest Hills, and each contract or deed which may be hereafter executed with regard to any of the lots in said Forest Hills, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, easements, liens and charges are set out in full in said contract or deed.

RESERVATIONS

In authenticating the subdivision map for record, and in dedicating the streets, drives, lanes, and roads to the use of the present and future owners of said lots (and to the public), there shall be and are hereby reserved in Grantor the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof.

I.

The streets, drives, lanes and roads as shown on said map or plat are hereby dedicated to the use of the public.

II.

Grantor reserves the necessary utility easements and rights of way as shown on the sforesaid plat of FOREST HILLS, which easements are reserved for the use and benefit of any public utility operating in

Walker County, Texas, as well as for the benefit of Grantor and the property owners in the subdivision to allow for the construction, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sewers, or any other utility or service which Grantor may find necessary for the proper service of lots in FOREST HILLS.

III.

Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way on any unsold sites 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 Walker County, Texas, or incorporated in the deed from Grantor conveying the site to be so restricted or subjected to such easement or right of way.

IV.

Neither Grantor nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

V.

It shall be and is expressly understood and agreed that the title conveyed by Grantor by any lot or parcel of land in said FOREST HILLS, by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, or telephone lines, poles, or conduits or any other utility or appurtenances thereto constructed by Grantor or public utilities companies through, along, or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other portions of FOREST HILLS, and the right to maintain, repair, sell or lease such lines, utilities, and appurtenances to the City of Huntsville, or to any public service corporation, or to any other party, is hereby expressly reserved in Grantor.

VI.

It shall be and is expressly agreed and understood that upon the election and formation of the Forest Hills Addition Committee, as hereinafter provided, all rights, duties, privileges, powers, authorities, and benefits whatsoever hereby reserved unto or owned by Grantor pursuant to this instrument shall automatically become vested in, belong to and be exercised by the said Forest Hills Addition Committee.

THE FOREST HILLS ADDITION COMMITTEE

At such time as ninety-five per cent (95%) of the lots in FOREST HILLS, Section 1, have been sold or deeded to third parties by Grantor, the then owners of said lots may by vote, as hereinafter provided, appoint or elect a Committee of three members to be known as The Forest Hills Addition Committee (herein sometimes referred to as "Committee"). Each member of the Committee must be an owner in FOREST HILLS. Each owner shall be entitled to one vote for each lot (or each homesite conforming to the provisions of Paragraph IV of the Section hereof entitled "RESTRICTIONS") to which he then holds record title.

Grantor shall be obligated to arrange for the initial election of such Committee at such time (after the final sale and conveyance of ninety-five per cent (95%) of the lots as hereinbefore set out) as ten or more lot owners in FOREST HILLS request in writing the call of such election. Thereafter, the Committee shall also be obligated to arrange for elections for the removal and/or replacement of Committee members when so requested in writing by ten or more lot owners in FOREST HILLS. The Committee itself may also call such an election at any time the majority of the members thereof deem such advisable.

Such election (or any other election for the removal or replacement of Committee Members) shall be governed by the followings: The Committee (or Grantor until such Committee is initially elected) shall serve written notice of such election to each of the then lot owners in FOREST HILLS by addressing such notice by mail to the last known address of such owners at least two weeks prior to such election, therein apprising said owners of the time and place of said election. Votes of owners shall be evidenced by ballot (written or oral) taken by the Committee (or Grantor), and the Committee shall maintain a permanent record of such election. Any owner may appoint a proxy to cast his ballot in such election, provided that his written appointment of such proxy is presented at the meeting in question. The results of such election shall be determined by the majority vote of those owners in FOREST HILLS separate elections. The appointment or election of the Committee and of any removal or replacement of members thereof shall be evidenced by the recording of an appropriate instrument properly signed and acknowledged by an office of Grantor for the initial election of the Committee and thereafter by two members of the Committee conducting such election. Members of the Committee shall continue to serve as the duly elected and authorized members thereof until such time as their respective duties and powers hereunder are terminated as hereinafter provided. The Committee, when created shall function as representatives of all of the property owners in FOREST HILLS to assure against depreciation of property values in FOREST HILLS by giving its attention to the matters hereinafter set out as proper functions of such Committee, and the Committee shall be and is expressly authorized to:

1. Enforce, by appropriate legal proceedings, these covenants and restrictions.
2. Approve or reject plans and specifications for improvements, to be erected in FOREST HILLS, all of which must be submitted to it for

approval prior to the commencement of construction of any such improvements, in accordance with these restrictions.

Members of the Committee may, at any time, be relieved of their position and substitute members therefor appointed by vote, as above set out. Upon the death, resignation, refusal or inability of any member of the Committee to serve, the remaining members of the Committee shall fill by appointment, the vacancy pending further action by the lot owners. Until such time as the Committee has been formed, as above provided for, Grantor specifically reserves unto itself, or anyone unto whom it may delegate such right, the right to act within the authority granted to Committee under these restriction and covenants and any reference in this instrument to the Committee shall mean Grantor until such time as the Committee has been elected as hereinbefore provided for. Neither Grantor nor any member of the Committee shall ever be liable to any person, firm or corporation for any action taken with refernace to the matters hereinbefore set out or for any action (other than fraud or theft) taken with respect to the administration of these restrictions and covenants, and the acceptance by any part of a deed of any lot in FOREST HILLS shall constitute such party's covenant and agreement that such liability shall not exist.

RESTRICTIONS

I.

No building or structures (including, but not by way of limitation and air-conditioning towers) or any additions thereto, or any alteration thereof, shall be erected, renovated, or re-constructed, placed or suffered to remain upon said premises until the Committee shall have approved in writing the architect's detailed plans and specifications, together with the outside color scheme, which plans and specifications must accurately reflect the size, location, type and cost of structure, including the materials to be used in any improvements contemplated, together with an accurate plot plan showing the grading plan of the lot, the grade elevations of said buildings and structures, and the location of same with respect to the lot lines, and front and side setback lines, and the outside color scheme to be used on any improvements to be erected in FORREST HILLS. PROVIDED, HOWEVER, that the Committee must give its disapproval of such plans and specifications in writing within fifteen (15) days after submission of same or its approval shall be implied.

II.

(a) No building shall be located nearer to the front lot lines nor nearer to the side street lines than the building setback lines shown on the recorded pltt. The main residence shall not be located on any lot or building site nearer than five feet to the side line of such lot or building site. If any two or more lots or fractions thereof are consolidated into one homesite, in conformity with the provisions of paragraph III hereof, the building setback (front and side) restrictions shall be deemed

to apply to such resultant homesite as if it were one original lot. In any event no building shall be located on any building site nearer than 25 feet to the front lot.

(b) Any garage placed on any lot or building site in FOREST HILLS which faces or opens toward the street must be furnished with shiplap or sheetrock and kept jointed.

(c) No fence, wall, hedge, gas meter or any other structure shall be placed on any lot in FOREST HILLS nearer to the street in said subdivision than is permitted for the main residence on such lots, without the prior written consent of the Committee.

III.

(a) No lot in FOREST HILLS shall be resubdivided in any fashion except as hereinafter provided.

(b) Any persons owning two or more adjoining lots in FOREST HILLS may subdivide (or consolidate) such lots into building sites or home sites, with the privilege of placing or constructing improvements, as permitted in the next following paragraph, on each such resulting building site or home site, provided that such subdivision (or consolidation) does not result in the resulting building site containing less than 85 feet of street frontage on the street that the building site fronts.

IV.

Any residence constructed in FOREST HILLS must have a living area of not less than 1,600 square feet, exclusive of open or screened porches, terraces, driveways, carports and garages except that at the sole option of the Forest Hills Committee an exception may be made that would be in keeping with the over-all intentions of these restrictions. The outside walls of all residences must be of at least 65% brick construction. Such does not include detached garages, but does include any garages that adjoin the main residence. All residences must have concrete slab or solid beam foundations. No concrete block or brick pier foundations shall be used with void spaces between piers along the front sides of the residence. No buildings without consent of Grantor shall be erected off the premises and moved into FOREST HILLS.

V.

All lots or building sites in FOREST HILLS shall be used for single family residential purposes only and no structure shall be altered, placed, erected or permitted to remain on any lot or building site except one single family residence and a private garage or other out building, which shall not exceed the height of the residence in stories or overall height, and which may contain living quarters only for bona fide servants. No businesses shall be conducted from homes in FOREST HILLS.

VI.

No trailer, tent, shack or other temporary structure shall ever be erected or allowed to remain on any lot in FOREST HILLS, and no temporary building, basement, garage or other out building erected on any lot in FOREST HILLS shall at any time be used for human habitation temporarily or permanently; provided, however, this paragraph shall not prohibit the use of any such structure which is permanent in nature for a bona fide servants quarters.

VII.

No nuisance shall ever be erected or suffered to remain upon any lot or building site in FOREST HILLS, provided, however, that the Committee shall be the sole and exclusive judge as to what constitutes a nuisance.

VIII.

No sheep, goats, cattle, horses, swine, ducks, chickens or livestock of any kind shall ever be kept, harbored or allowed to remain on any part of FOREST HILLS, except that bona fide domestic pets may be kept, unless and until such pet or pets shall be determined to be a nuisance by the Committee as provided in paragraph VII.

IX.

No trash, manure, garbage, putrescible matter, or debris of any kind shall be dumped or permitted to accumulate on any lot or building site in FOREST HILLS, nor may any of such material be burned on the premises thereof except in an incinerator designed for the purpose and approved by the Committee.

X.

Each owner of a lot or building site in FOREST HILLS binds and obligates himself through purchase of such lot or building site to maintain the same at his own cost and expense in a neat and presentable manner. Each lot owner obligates himself to keep the grass, vegetation and weeds on his lot cut as often as may be necessary to keep same in a neat and attractive condition. In the event any owner of a lot or building site in FOREST HILLS should in the opinion of the Committee, fail to maintain his lot in a neat and attractive manner, said Committee shall notify such owner in writing of any objectional or detrimental conditions existing on such lot and request such owner to eliminate same. In the event any such owner shall fail to eliminate any objectional or unattractive conditions existing on such owner's lot within fifteen (15) days after receipt of written notice from the Committee specifying such objectionable and/or detrimental conditions, then in such event, the Committee is authorized to eliminate such conditions and charge the cost of same to such lot owner.

XI.

No sign, advertisement, billboards or advertising structure of any kind may be erected or maintained on any lot without the written consent of the Committee. Members of the Committee shall have the right to

remove any sign, advertising or billboard or advertising structure which is placed on any lot without consent of the Committee, and in so doing shall not be liable (and are hereby expressly relieved from any such liability) for trespass or other tort in connection with, or arising from such removal.

XII.

No privy, cesspool, septic tank or water well shall be placed or maintained on any part of the property in FOREST HILLS without the written consent of the Committee.

XIII.

These covenants and restrictions shall run with the land, and shall be binding upon Grantor, its successors and assigns, and all persons or parties claiming under it, for a period of twenty-five (25) years from the date hereof, at which time said covenants, restrictions and all the provisions hereof shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of such twenty-five year period or thereafter prior to the expiration of any of said ten year periods, the then owners of three-fourths (3/4ths) of the lots or building sites subject to the terms and provisions hereof, (i.e., the total of the original lots in FOREST HILLS) shall execute and record an instrument changing these covenants and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the twenty-five year or ten year period in which it is executed and recorded.

XIV.

If the Grantor herein, or any of its successors or assigns, including future lot owners in FOREST HILLS, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in FOREST HILLS, or for the Committee on their behalf, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction or covenant and either to prevent him or them from so doing or to recover damages or other dues from such violation, for the benefit of any owners of lots or building sites in FOREST HILLS as their interest may appear.

XV.

In the event any one, or more, of these covenants, agreements, reservations, easements, restriction, or maintenance charges shall become or be held invalid, by reason of abandonment, waiver, judicial decision, or in any manner whatsoever, same shall in no wise affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions,

or maintenance charges set out herein, which shall remain in full force and effect.

EXECUTED this 6th day of November, 1964, by FOREST HILLS DEVELOPMENT, a Texas partnership, acting by and through its proper officers thereunto duly authorized.

FOREST HILLS DEVELOPMENT,

BY R. B. Thomason
R. B. Thomason

BY Doyle F. McAdams, Jr.
Doyle F. McAdams, Jr.

THE STATE OF TEXAS :

COUNTY OF WALKER :

BEFORE ME, the undersigned authority, on this day personally appeared R. B. THOMASON and DOYLE F. MCADAMS, JR., a partner, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said R. B. THOMASON acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said DOYLE F. MCADAMS, JR., a partner of R. B. THOMASON, having been examined by me privily and apart from his partner, and having the same fully explained to him, he, the said DOYLE F. MCADAMS, JR., acknowledged such instrument to be his act and deed, and declared that he had willingly signed the same for the purposes and consideration therein expressed, and that he did not wish to retract it.

WITNESSED UNDER MY HAND AND SEAL OF OFFICE this the 6th day of November, 1964.



Sharon P. Rhyther
NOTARY PUBLIC, WALKER COUNTY, TEXAS
Commission Expires: June 1, 1965

THE STATE OF TEXAS }

COUNTY OF WALKER }

I, J. L. Ferguson, Clerk, County Court, Walker County, Texas, do hereby certify that the attached hereto, is a true and correct copy of the RESTRICTIONS & RESERVATIONS and as same appears of record in Vol. 189, page 146, of the DEED records, of Walker County, Texas.

Given under my hand and seal of office this the 15th day of OCTOBER, 1973.

BY Eva Carroll

J. L. FERGUSON, CLERK
WALKER COUNTY, TEXAS