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**RESTRICTIONS AND COVENANTS APPLICABLE TO FOREST ESTATES SUBDIVISION  
(SECTION I) IN THE W. S. ALLEN SURVEY, ABSTRACT NUMBER 2, MONTGOMERY  
COUNTY, TEXAS.**

**THE STATE OF TEXAS**  
**COUNTY OF MONTGOMERY**

**WHEREAS, Forest Estates, Inc., a Texas corporation, of  
Montgomery County, Texas, is the owner in fee simple of the herein-  
after described premises in Montgomery County, Texas, to-wit:**

**Being FOREST ESTATES SUBDIVISION (SECTION I) in the W. S.  
Allen Survey, Abstract 2, in Montgomery County, Texas, as  
per map or plat of said Subdivision filed for record on  
July 16th, 1963, under File Number 156215 of the County  
Clerk's Office of Montgomery County, Texas;**

**and,**

**WHEREAS, it is the desire of said Owner of said Subdivision  
for the purpose of insuring harmonious, pleasant and satisfactory  
living conditions in a residential subdivision, and to insure means  
for mutually safe-guarding and enhancing the value of investments  
in said subdivision by each property owner therein, to fix and adopt  
the restrictions and covenants set forth hereinafter, which said  
restrictions, covenants and provisions shall govern the development  
and use of said subdivision, and shall be binding upon the under-  
signed, its successors and assigns, for the term stipulated herein.**

**GENERAL PROVISIONS**

**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 date, after which time said covenants, restrictions and  
provisions shall be automatically extended for successive ten (10)  
year periods, unless an instrument signed and acknowledged by a  
majority of the then owners of the lots has been recorded, agreeing  
to change said covenants in whole or in part at the expiration of  
any such ten (10) year period.**

**2. SEVERABILITY: Restrictive covenants, and each part of  
any covenant, shall be held severable, in that the invalidation of  
any covenant or part thereof by Court Judgment shall not run to any  
other provision by restrictive covenants, and said other provisions  
shall remain in full force and effect.**

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

4. **LIENS:** Liens upon any lot, building site or tract of land 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 lot, building site or tract of land; such liens shall remain in full force and priority in the case of any court judgment against such owner of such lot, building site or tract of land; 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 original purchaser, his heirs, executors, administrators, assigns or successors, as the case may be; and sale under a foreclosure of such liens as hereinabove recited shall pass title to such premises subject to the restrictive covenants then in effect.

5. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Part 6 hereof.

6. **ARCHITECTURAL CONTROL COMMITTEE:** The architectural control committee is composed of Clayton T. Hughes, C. R. Hereford and W. L. Moon, all of Conroe, Texas. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation of services performed pursuant to this covenant. Any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it any of its powers and duties.

7. **PROCEDURE:** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. **EASEMENTS:** It is understood and agreed that the easements granted herein are reserved as permanent easements for the purpose set forth in said paragraphs and are not subject to the time limit applicable to other restrictions.

#### RESTRICTIONS

1. **LAND USE:** No lot, building site or tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-dwelling house not to exceed two and one-half stories in height and a private garage for the family vehicles. No business

of any type, kind, or character, or apartment house, nor any occupation or business for commercial gain or profit shall be done or carried on on said residential area. All parts of said Subdivision are hereby designated as a residential area.

2. EASEMENTS: Easements as shown and called for on the official plat of said Subdivision have been dedicated for the installation, operation and maintenance therein of utilities servicing the needs of residents of this Subdivision. Ground easements are drawn and marked on the official plat. All facilities of storm sewers, water mains, sanitary sewers, gas mains, electric power lines and telephone lines will be installed upon street right of way and easements as dedicated on the official plat. Title to all utility systems and to all parts thereof shall remain vested in the person, firm, corporation, or political unit having due and legal authority to install, own and operate such system, and no right of ownership therein, or 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 purposes of installation, operation and maintenance, and, for like purposes, shall have prior rights in the use of land under easement as against the owner of such land.

3. BUILDING SITES: A building site consists of one lot, or one or more lots or parts of lots, or parts of two adjoining lots. Building sites made up of fractional parts of adjacent lots shall be no smaller in area and have no less footage than the larger of the two lots as shown on the official plat, if there be any difference between the size of the two lots involved. Under no circumstances shall a residence be built on less than one whole lot as dedicated on the official plat.

4. BUILDING TYPE AND SIZE: The building erected upon any building site shall consist of not more than one one-family dwelling establishment. No building shall be erected upon any building site, nor any building altered, placed or permitted to remain on such site other than one detached one-family dwelling, together with housing space for usual family requirements, such as garage, household laundry, storage, or servant's quarters. The covered part of the dwelling proper, exclusive of garage, shall contain not less than twelve hundred (1200) net square feet. Said square foot areas shall be measured exclusive of open porches, garages and servant's quarters. Garages may be built attached to or separate from the dwelling proper. All buildings shall have either concrete slabs or solid beam foundations and no concrete block or brick pier foundations shall be used with void spaces between piers along front sides of unit. All buildings shall be constructed with brick covering at least sixty (60%) per cent of the outside area. No building shall be erected off of the premises and moved onto said Subdivision. That is, no other building shall be moved from other premises into said Subdivision and all buildings or units shall be constructed and erected on said premises. In the event of a multi-story dwelling unit, the ground floor area, exclusive of open porches and garages, shall not be less than nine hundred (900) net square feet.

5. BUILDING LOCATION ON SITE: For these purposes porches, steps, bays and covered areas are considered a part of the building. No part of any building shall be closer than twenty (20') feet from the front property line nor closer than five (5') feet to side division lines of building sites. The drip line of eaves shall be kept back from side and back property lines by at least one foot. In cases where building is done adjacent to easements, encroachments upon such easements by any part of such building, including foundations, and eaves, shall be at the owner's risk. All residences shall be erected with the front thereof facing the street with the smallest area adjacent to said lot. That is, the residence shall be erected fronting on the street adjacent to the smallest frontage of said lot.

6. SEQUENCE OF BUILDING: No housing for garage, servant's quarters, or other service function of the dwelling establishment shall be erected or placed upon any building site until construction of the dwelling proper has been started and is actually underway.

7. TEMPORARY STRUCTURES: No temporary structures such as a trailer, tent, shack, shed, storage room or garage shall be used at any time on any building site in this Subdivision as either temporary or permanent residence.

8. WATER SUPPLY: Water for this Subdivision will be provided by distribution lines connected with the water system of the City of Conroe, Texas, or any other approved water system, and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used, except that a private well may be drilled at the owner's option for sprinkler systems or similar non-drinkable use.

9. SANITARY SEWERS: Septic tanks or individual sewerage systems must be used in this Subdivision for the disposal of waste materials as a sanitary sewer system and same shall be constructed in such manner as to meet Federal Housing Authority minimum requirements for such systems. No open or pit type toilets, cess pools or other means of disposal, which retain sanitary wastes or the effluent therefrom upon the premises, shall be installed or used at any place in this Subdivision at any time.

10. WALLS AND FENCES: Walls and fences, if any, shall be no higher than six feet above ground; shall be no closer to front street property lines than the front of the dwelling located on said lot and no closer than five feet to side street lines. Any erection of any wall, fence or other improvement on any easement shall be at the property owner's risk.

11. NUISANCES: No nuisance shall be maintained nor any noxious or offensive activity carried on on any lot, building site or tract of land in this Subdivision; nor shall anything be done thereon which may or might become a nuisance to the neighborhood.

12. 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 lot 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.

13. ON-THE-STREET PARKING: At all times those areas of street right-of-way between pavement and property lines shall be maintained from encumbrances by personal or private property, except for the routine parking of passenger vehicles in operable condition and in reasonably regular use.

14. SIGNS: No signs consisting of advertising display or devices of any type or kind shall be in public view on any building site in this addition, except for builder's signs during the construction and sales period, or to advertise a property for sale, in which latter case one installation on the building site of not more than five (5) square feet of sign space shall be the maximum allowable.

15. PETS, POULTRY AND LIVESTOCK: No animals of any kind, livestock, or poultry shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

16. MINERAL DEVELOPMENT: No oil well drilling, oil development operation or oil refining of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks or mineral excavations be permitted on any lot. No derrick or other structures designed for use in drilling for oil, or natural gas shall be erected, maintained or permitted upon any of said lots; provided, however, that this provision shall not prevent the leasing of the land above described or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that said premises or portions thereof may be developed from adjacent lands by directional drilling operations.

17. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of the street property line with the edge of a drive-way or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. STREETS OR PASSAGE-WAYS: No street or passage-way shall be erected on, over, or through any lot or block (except drive-ways to a house located on such lot or block) except as shown on the map or plat of such Subdivision.

EXECUTED this 16th day of July, A. D. 1963.



*C. S. H.*  
C. S. H. Harsford, Secretary

FOREST ESTATES, INC.  
By: *Clayton T. Hughes*  
Clayton T. Hughes, President

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CLAYTON T. HUGHES, President of FOREST ESTATES, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said FOREST ESTATES, INC., 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 16th. day of July, A. D. 1963.



*Nan Ainsworth*  
NAN AINSWORTH  
Notary Public in and for  
Montgomery County, Texas.

FILED FOR RECORD September 23 1963 at 4:00 o'clock P. M.  
RECORDED October 12 1963 at 5:00 o'clock P. M.

W. T. HOOPER, Clerk County Court,  
Montgomery County, Texas  
By: *Ophele Harsford*, Deputy