

FORGOTTEN FOREST, INC. TO FORGOTTEN FOREST, SECT. 2 --- DEDICATION AND
RESSTRICIONS

THE STATE OF TEXAS X
 02347
COUNTY OF WALKER X

WHEREAS, Forgotten Forest, Inc., hereinafter called "Developer", is the record owner of all the lots, tracts and parcels of land shown upon that certain map or plat of a subdivision known and designated as Forgotten Forest, Section Two, a Subdivision in Walker County, Texas, according to the map or plat of such Subdivision filed for record in the office of the County Clerk of Walker County, Texas, on the 9th day of October, 1970, and recorded in Volume 174, page 587, Deed Records, reference to which map or plat and the record thereof is hereby made for all purposes:

NOW THEREFORE, Forgotten Forest, Inc. does hereby dedicate said property in accordance with the dedication appearing upon said map and agrees that the land shown to be subdivided into numbered lots according to said map is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations and restrictions, as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for the improvements and sale of said property in said subdivision, as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by Developer covering the numbered lots set forth on said map, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

And the restrictions hereinafter set forth, except as

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herein otherwise provided, shall be and are hereby imposed upon each numbered lot in said subdivision, as shown by said map and as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Developer, its successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth.

1. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until February 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten (10) years; provided that a majority of the then owners of the tracts may amend, change or otherwise remove these covenants and restrictions in whole or in part at any time by signing and filing for record an instrument evidencing such action. If the parties hereto, or any of them, or their heirs, successors and assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for the Developer, its successors or assigns, to enter and abate such violation without liability, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent them from doing, or to cause to be removed such violation, or to recover damages for such violation.

2. The violation of any restriction or covenant herein

shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

3. If any one of such restrictions shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

4. No lot or tract shall be used except for residential purposes. 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 all commercial and professional uses whether from homes or otherwise, and all such uses of said property are hereby expressly prohibited.

5. No fence or hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision.

6. No noxious or offensive activity shall be carried on upon any lot or tract nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

7. No residential structure shall be placed on a residential lot or tract unless its living area has a minimum of six hundred (600) square feet of floor area excluding open or screened-in porches, carports and garages.

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8. No sign of any kind shall be displayed to the public view except one sign of not more than five (5) square feet, advertising the property for sale, or rent, or signs used by the builders to advertise the property during the construction and sales period.

9. No lot or tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Garbage and waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

10. All driveways shall connect to roads over culvert pipe of ample size to permit adequate flow of water through the road ditches, or if a bridge is used it shall be of sufficient height to permit free flow of water under it.

11. There is hereby imposed upon each lot in this subdivision and each such lot is hereby subjected to a monthly maintenance charge of Six Dollars (\$6.00) per month, for the purpose of creating a fund to be known as the Forgotten Forest Fund, and, except as hereinafter stated, such maintenance charge shall be paid by each lot owner to Developer, as the custodian and administrator, in advance on the first day of each month, beginning August 1, 1970, except, however, that the foregoing charge shall not apply to Developer as owner of or holder of title to any such lots, and such maintenance charge shall apply and begin to accrue against such lots only as and when the same are sold or leased by Developer and except further that the foregoing maintenance charge provisions shall not apply to any lot or lots

purchased by any person, firm, or corporation primarily engaged in the building and construction business for the purpose of constructing improvements on and thereafter selling the same, but upon any sale of any such lot by such builder or upon the occupancy of any such lot, whether sold or not, then such maintenance charge shall become effective and accrue against such lot or lots. It is further provided that any transfer of title to any lots by Developer to any person, firm or corporation succeeding him as "Developer" or as "Trustee" or any transfer of title by Developer, as Trustee, to his principals, shall not be deemed a sale of any such lots for the purpose of the foregoing provisions and shall not cause the foregoing maintenance charge to attach to such lots so transferred. It is further provided that Developer shall have the right at any time to adjust, alter or waive such maintenance charge from year to year as in his judgment the maintenance needs of the various sections of Forgotten Forest may require; moreover, Developer shall have the right at any time to discontinue and abandon such maintenance charge, without incurring liability to any person whomsoever, by filing a written instrument in the Office of the County Clerk of Walker County, Texas, declaring such discontinuance and abandonment.

Developer or its assigns shall act as the custodian and administrator of said maintenance fund, and it shall have the right to collect, hold and expend any and all monies paid or to be paid into said Maintenance Fund to carry out the provisions hereof. Developer shall not be liable or responsible to any person or persons whomsoever for failure or inability to collect such maintenance charge or any part thereof from any person or

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persons and Developer shall not be accountable to any person for such fund.

All funds collected from said maintenance charge from the various sections of Forgotten Forest, now or hereafter platted, may be pooled, merged and combined into a single maintenance fund, to be expended by Developer for the general common good and benefit of the various sections of Forgotten Forest paying into such fund, without regard to the amount collected from each section. Developer may use such funds or any part thereof, as far as the same will go, toward safety and/or health projects; for improving and maintaining the streets, roads, lanes and drives in any of the sections of Forgotten Forest; club house, swimming pool, picnic grounds and/or other recreational facilities; for providing various services to the owners and/or occupants of lots in the various sections of Forgotten Forest, and in general for any and all purposes which Developer may consider to be a general benefit or useful to the owners and/or occupants of the lots in the various sections of Forgotten Forest, it being agreed and understood that the judgment of the Developer, or his successor or assigns as custodian and administrator of said Maintenance Fund, when used in good faith in the expenditure of said funds or any part thereof shall be binding, final and conclusive on all parties at interest. Developer shall not be entitled to any compensation for acting as custodian and administrator of said "Maintenance Fund".

The above maintenance charge provisions shall be in effect for the duration of the restrictions, covenants and conditions imposed by this instrument and such duration shall be

governed by the provisions contained in paragraph 1 above.

The payment of the maintenance charge hereby imposed shall be secured by a vendor's lien which is hereby retained and imposed against and upon each and every lot in this subdivision which is subject to such charge; but such lien shall be inferior and subordinate to any bona fide construction loan to provide improvements on any lot or tract and to all extensions and renewals thereof, provided that said vendor's lien shall reattach as against any subsequent purchaser subject only to any vendor's lien retained in the deed to him.

12. This instrument of dedication and the restrictions and covenants on said subdivision map shall not affect any areas described therein as "Reserve".

13. Any tract may be subdivided by the owner thereof into not more than two (2) tracts of approximately one-half (1/2) acre each.

14. Each lot owner shall be assessed a charge of One Hundred Fifty Dollars (\$150.00) as water-tap fee when water is requested by the lot owner, and thereafter shall be charged a reasonable sum for household water use. No water well shall be drilled or maintained on any lot.

15. Developer reserves the right and privilege to make minor changes and additions for dedication of easements for the purpose of more efficiently and economically installing improvements.

EXECUTED this 15th day of September, 1970.

FORGOTTEN FOREST, INC.

ATTEST:

J. E. Shaw, Jr.
Secretary

By Alvin A. Ledbetter Jr.
President

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THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Abbe A. Ledbetter, Jr., President of FORGOTTEN FOREST, INC., 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of September, 1970.



Beverly L. Alstine
Notary Public in and for
Harris County, T e x a s.

THE STATE OF TEXAS, }
COUNTY OF WALKER } I, J. L. FERGUSON, CLERK OF THE COUNTY COURT, CERTIFY
THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE THE
13 DAY OF Oct., 1970 AT 11:10 O'CLOCK a M., RECORDED
ON THE 19th DAY OF Oct., 1970 AT 10:15 O'CLOCK a M.

BY Kva Canoll DEPUTY

J. L. Ferguson
COUNTY COURT, WALKER COUNTY, TEXAS