

No. 10387

Forest Hill et al

Reservations and Restrictions

THE STATE OF TEXAS X
 COUNTY OF POLK X

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned, being sole Owners of the lands and premises described as follows:

All of FOREST HILLS, an Indian Hill Subdivision, a subdivision of 51.264 acres out of the C. Holshousen, A-294, C. Devore, A-207, and Michael Chavence, A-164 Surveys in Polk County, Texas, being more particularly described by metes and bounds in plat of said subdivision filed for record in Volume 3, page 25, of the Plat Records of Polk County, Texas,

have established, and by these presents do establish the following restrictions, on the improvement, use and sale of said property, which shall apply equally to all the lots in said subdivision as herein stated, and are for the mutual protection and benefit of all future owners in said subdivision to be considered as covenants running with the land and binding upon all future owners and enforceable by any one of the land owners in said subdivision until June 1st, 2000, A. D., whereupon such restrictions shall terminate and cease, unless extended as hereinafter provided, to-wit:

RESERVATIONS

1. There shall be reserved the utility easements and drainage easements as shown on said plat of said subdivision and an easement over all streets for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structure and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement rights-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement five (5') feet wide from a plane twenty (20') feet above the ground upward, located adjacent to the said easements reserved hereby.

2. Owners reserve unto them, their heirs, administrators, and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this subdivision with water.

3. There is reserved unto owners, their heirs, administrators, and assigns, and unto the owners of residential tracts in said subdivision designated as "Boat Landing" on the plat of said subdivision as community ownership for boat launching and parking and other community type activities. The boat parking and launching areas shall be under the supervision of the Architectural Committee hereinafter constituted which said Committee for purposes of beautification and conformity shall approve any structures or improvements in the same manner as provided for residential tracts.

4. Irrespective of any other provision as herein contained by ~~addressed or implied statement~~ the atracts or lots within said sub-

division shall be wholly and solely for the use of owners in residential or commercial sections, or house guests of said owners of residential or commercial property therein, or said Owners, their heirs or assigns, agents, servants or employees, being excepted as to all parties, and the Architectural Committee shall be entitled to use all necessary and reasonable means in avoiding the use of said property, residential, commercial, or park area by the public at large, and thereby restrict the use thereof and in the furtherance thereof such use shall remain subject to supervision of the Architectural Committee herein.

5. Reserves constituting the park areas and boat basin areas as reflected by the aforesaid plat, shall be for the sole and exclusive use of lot owners herein, Architectural Committee and house guests of said designated parties, to the exclusion of the general public at large, and the maintenance and use thereof shall be under the exclusive control and supervision of the Architectural Committee.

RESTRICTIONS

For the purpose of setting forth a substantially uniform plan of development, Owners of the said Forest Hills Subdivision, do hereby covenant and provide that they, their heirs, administrators, and assigns, and all parties holding title by, through and under them, shall hold such lands subject to the following restrictions running with the land which shall be observed by themselves, their heirs, administrators, and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said tracts of land above described, Save and Except the boat launching area which shall not be in any manner restricted hereby unless specifically referred to, and further provided that Owners may select a tract for location of a water-well and facilities:

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until June 1st, 2000, A. D., at which time said covenants shall be automatically extended for successive periods of Ten (10) years, unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned Owners, their heirs, administrators, or assigns, to enter and abate such violation without liability, or they, their heirs, administrators, or assigns, and any other persons owing 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 him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

3. 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.

4. No building shall be erected, placed or altered on any building tract in this subdivision until the Plans, specifications and plot plans showing the location of such building has been approved in writing as to conformity and harmony of external design with the existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by the Architectural Committee composed of Paul W. Berry, Roger Guthrie, Jr., and Jack C. Gaines, or by a representative designated by a majority of the members of said Committee. In the event of death or resignation of any member of said Committee, the remaining member or members shall have full

authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

5. The Architectural Committee shall have the same authority over the boat launching areas and park areas and no structure or improvement shall be placed thereon except as a community project and upon approval of the Committee.

6. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses and prior to the occupancy the same shall be connected to a central sewage disposal system if there is one in existence at such time to serve the subdivision, but if no central sewage disposal system is in existence at such time, then all toilets shall be connected to a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of such authority, provided however, that whenever a central sewage treatment plant and disposal system shall be established to serve this subdivision, whether publicly owned or privately owned or operated, then all of the tract owners and/or occupants to whom such sewage disposal service is available shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore at their expense, and from and after the time such sewage disposal service becomes available to any lot, no septic tank whether therefor or thereafter built or installed, shall be used in connection with any tract.

7. The drainage of sewage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited. This shall not apply to the discharge of effluent from a sewage treatment plant serving this subdivision.

8. No tract other than the areas marked "Reserve" and "Boat Basin" shown on the plat of said subdivision filed for record, 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 all other commercial uses, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residence tract other than one detached single family dwelling and a private garage for not more than two cars, except that any party purchasing a tract of land containing 40,000 square feet or more may at his discretion divide same into two (2) equal portions or he may sell one or both of such parcels provided such parcel contains at least 20,000 square feet or may build a residence on each of such tracts to be used by his relatives.

9. All residences shall be located in accordance with the building lines shown on the plat of said subdivision and all residences shall be constructed on the tract to front on the street on which such tract faces. No residences shall be located nearer than eight (8') feet to any side line.

10. No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

11. No structure of a temporary character, trailer, mobile

house, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract any time as a residence either temporarily or permanently.

12. No residential structure shall be placed on a residential tract unless its living area has a minimum of 1500 square feet of floor area exclusive of porches and garages.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

14. No sign of any kind shall be displayed to the public view except signs used by the developers in the original sale of lots in said subdivision or signs used by builders to advertise the property during the construction and sales period.

15. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.

16. No 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.

17. No fence, wall, hedge, or detached improvement shall be erected, grown, or maintained on any part of any tract forward of the front building line.

18. No building of frame construction shall be erected on any tract unless same shall at time of construction receive at least one coat of paint.

19. All residences shall be completed within four (4) months from date of beginning construction unless such period is extended in writing by Architectural Committee.

20. No boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip-rap shall be constructed, placed or excavated until plans and specifications shall be approved in writing by Architectural Committee.

21. No boats or trailers may be parked in front of the front building line of any tract.

22. Upon the sale or execution of contract for deed, the Purchasers shall be liable for a maximum maintenance charge of \$15.00 per year for each lot, for the purpose of creating a fund to be known as "Forest Hills Maintenance Fund" to be paid by the owner of each lot in conjunction with a like charge to be paid by the owners of other lots in Forest Hills, the same to be secured by Vendor's Lien upon such lot, and such sum shall be paid at the time of the purchase of a lot and on the same date annually thereafter to the Architectural Committee of Forest Hills hereinabove created at its office at 205 Citizens State Bank Building, Houston 2, Texas, and said charge and lien are hereby assigned to such Committee; such annual charge may be adjusted from year to year by said Committee as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$15.00 per year unless raised by a majority of the lot owners. Such obligation to pay such a charge shall terminate January

1st, 1975, unless it is extended by agreement of all of the lot owners. Funds arising from said charge shall be applied so far as is sufficient towards the payment of maintenance expenses or constructions costs incurred for any or all of the following purposes: lighting, improving and maintaining the streets, employing policemen and watchmen, caring for vacant lots and construction of clubhouse facilities, ramps, boat landing, boat basins and other similar recreational facilities, and

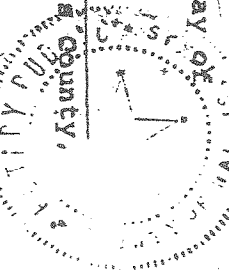
doing any other things necessary or desirable in the opinion of said Committee to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgment of said Committee in expenditure of said funds shall be final so long as such judgment is exercised in good faith. All conveyances of lots shall be subject to such maintenance charge and by acceptance of his deed or contract for deed, each purchaser consents and acknowledges that developers shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from maintenance funds.

23. The Architectural Committee shall be composed of the above-named individuals for the first two years, and thereafter the lot owners shall call an election and shall by majority vote elect three (3) members or more if they desire, to serve for a two-year period and elections shall be held each two years thereafter for such purpose.
24. Each lot owner shall be assessed a charge of \$125.00 as water-tap fee when water shall be made available to his lot, and thereafter shall be charged a reasonable sum for water use.

WITNESS OUR HANDS this 10th day of July, 1967.

Alvin R. Dawson
ALVIN R. DAWSON Trustee

THE STATE OF TEXAS X
COUNTY OF POLK X
BEFORE ME, the undersigned authority, on this day personally appeared Alvin R. Dawson, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of July, 1967, at
Loise Matthews
Notary Public in and for Harris County, Texas.


The foregoing restrictions are hereby approved by the undersigned.
J. J. Burris
J. J. BURRIS

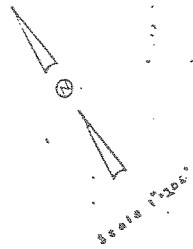
THE STATE OF TEXAS
COUNTY OF POLK
I hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 11 day of July 1967 at 8 o'clock A. M., and was this day duly recorded at 8:25 o'clock A. M., in Vol. 224 Pages 10 et seq., Deed Records of said County.
Witness my hand and official seal at office in Livingston this 17 day of July 1967.

K. W. Kennedy
Clerk County Court, Polk County, Texas
BY *Loise Matthews* Deputy



FOREST HILLS AN INDIAN HILL SUBDIVISION

A subdivision of 51.244 Ac. out of the C Devore Survey, A 107, M Chavene, A 124, and C Holtshousen Survey, A 294, being a part of the land described in Deed recorded in Vol. 153 p. 459, Deed Records of Polk County, Texas.



ALVIN R. DAWSON, 106 CITIZENS STATE BANK BLDG.
HOUSTON, TEXAS PHONE CA 4 3788
FIELD OFFICE 10 MILES WEST OF LIVINGSTON, TEXAS ON U.S.
HIGHWAY 190.
PHONE Y07-4548, BLANCHARD, TEXAS

STATE OF TEXAS
COUNTY OF POLK
Approved by the Commissioners Court of Polk County, Texas
this 3rd day of July, 1962.

County Judge _____
Commissioner _____
Commissioner _____
Commissioner _____

I, J.J. Burris, by and through J.C. McSpadden, owner and holder of liens upon said property, do hereby ratify and confirm said subdivision and dedication and do hereby null things subordinate to said subdivision and dedication the liens against said land owned and held by me.

J.J. Burris
by J.C. McSpadden
Attorney in Fact

STATE OF TEXAS
County of Polk
Before me, the undersigned authority, this day personally appeared J.C. McSpadden, 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 he represented thereon expressed and in the capacity stated.
Given under my hand and seal of office this 10th day of July, 1962.

Notary Public and Sec.
Ark. Co., Texas

STATE OF TEXAS
COUNTY OF POLK
I, Alvin R. Dawson, Trustee do hereby admit and accept the foregoing plat and subdivision according to the lines, lots, streets and easements therein shown and dedicate to the public use of the people of the State of Texas.

STATE OF TEXAS
COUNTY OF POLK
Before me, the undersigned authority, this day personally appeared Alvin R. Dawson, known to me to be the person whose name is subscribed to the foregoing instrument and he represented thereon expressed and in the capacity stated.

All 24 lots perpendicular to parallel to streets except as noted