

261018

VOL 734 PAGE 23

DEEDS

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TEXAS GULF INDUSTRIES, INC., a Texas corporation, is the owner of all that certain real property comprising "ROMAN FOREST, SECTION I" herein sometimes referred to as Subdivision, according to the map or plat thereof recorded in Volume 9, Page 52 thru 55, of the Plat Records of Montgomery County, Texas, to which map or plat and its record thereof reference is here made for full and particular description of said real property; and,

Whereas, TEXAS GULF INDUSTRIES, INC., in its desire to keep the development of said real property for the mutual benefit and pleasure of the owners in said subdivision, and for the protection of such property values therein, desires to place on and against said property certain protective restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT TEXAS GULF INDUSTRIES, INC., a Texas corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the lots located in said "ROMAN FOREST, SECTION I", owned by the undersigned, including the dedicated roads, avenues, streets and waterways therein as follows:

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot, property or area in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing by TEXAS GULF INDUSTRIES, INC., or such architectural control committee as may be established, as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to the location of the building, and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out.

In the event said TEXAS GULF INDUSTRIES, INC., or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and 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 will be deemed to be fully complied with. Notice of disapproval shall be by delivery in person or by registered letter, addressed to Purchaser's last known address, and which said notice will set forth in detail the elements disapproved and the reason therefor. Such notice need not, however, contain any suggestions as to the methods of correcting the matters and things disapproved. The judgment of the supervising authority or committee shall in all things be final.

2. UNRESTRICTED LOTS

Except for the provisions above providing for architectural control and any restrictions that may be placed upon them by Deed, the following lots and reserves shall be UNRESTRICTED:

Lot R-8 in Block 1  
Lots 1, 2, 3 and R-1, R-3, R-22 in Block 2  
Lot R-13 in Block 3  
Lots R-2, R-4, R-5, R-6, R-9 and R-10 in Block 5  
Lots 1 thru 26 and Lots 44 thru 60 and Reserve 15 and Reserve 16 in Block 10  
Lots 1 and 2 in Block 11  
Lots 1 thru 12 in Block 15  
Lots R-12 and R-17 in Block 16  
Lots F-1 thru F-5 of Reserve "F" in Block 13  
Lots G-1 thru G-11 of Reserve "G" in Block 15  
Reserve H-1 and H-2 of Reserve "H"  
Lots J-1 thru J-14 of Reserve "J"  
Lots K-1 thru K-9 of Reserve "K" in Block 16  
Lots L-1 and L-2 of Reserve "L" in Block 20

## 3. RESIDENTIAL LOTS

Except for the lots and reserves described in (2) above, all lots in said "Roman Forest, Section I" shall be known and designated as "residential lots" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

- (A) USE. No dwelling shall be erected, altered, placed or permitted to remain on any of said lots other than a single residence, designated and constructed for use by a single family, together with such servants' quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotels, tourists courts or tourist cottages or as places of abode for transient persons. No trees shall be cut on any tract without written consent of seller unless contract is paid in full.
- (1) No dwelling shall be erected on any lots in Reserve "A", Reserve "B", Reserve "C", Reserve "D" and Reserve "E" unless the same shall have an exterior area of not less than 2200 square feet; provided further that one and one half story houses shall contain at least 1500 square feet on the ground floor and containing a total of at least 2200 square feet. Provided further that two story houses shall contain at least 1200 square feet on the ground floor and contain a total of 2200 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.
  - (2) Except for the areas listed under Unrestricted Lots above and all lots in Reserves "A", "B", "C", "D" and "E", no dwelling shall be erected on any lot in the subdivision unless the same shall have an exterior area of not less than 1600 square feet; provided further, that one and one half story houses shall contain at least 1200 square feet on the ground floor and containing a total of at least 1700 square feet. Provided further that two story houses shall contain at least 1100 square feet on the ground floor and containing a total of 1800 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.
  - (3) No building or structure shall be occupied or used until the exterior thereof is completely finished. No building may be erected between the building line as shown on the recorded plat and the street. No building shall be erected nearer than 10 feet to any side street lot line or any interior lot line.
  - (4) In no event shall any residential lot be used for any business purpose.
  - (5) All residences in this subdivision are to have at least a two car enclosed attached garage or a two car non-attached garage.
- (B) CONSTRUCTION. All residences shall be at least 51% brick and only new construction materials shall be used except for used brick. No concrete blocks shall be used in said constructions and all buildings shall be built on a slab or solid concrete beam foundation. In no event shall any old house or building be moved on any lot or lots in said subdivision. The exterior construction of any kind and character, be it the primary residence, garage, porches, or appendages thereto, shall be completed within 6 (six) months after the pouring of the slab.

(C) No boats or trailers shall be permitted to be parked in front of any residential building.

4. GARBAGE AND TRASH DISPOSAL

Garbage and trash shall be disposed of at least once a week. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right of way.

5. NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not be limited to: A truck larger than three-quarter ton parked on lots or roads or permanently kept on property; any motor vehicle not properly licensed by the State of Texas; junk or wrecking yards; automobiles, trucks or other vehicles used for parts.

6. EASEMENTS

An easement is reserved over and across all lots in the subdivision as indicated on the recorded plat for the purpose of installing, preparing and maintaining, and is hereby conveyed to the proper parties (including Texas Gulf Industries, Inc., water drainage, sewage and telephone utility companies or municipal authorities) so that they may install, repair and maintain electric power, water, sewage, drainage, gas and telephone services for the lots in the subdivision, and all contracts, deeds and conveyances of any of said lots or portion thereof are hereby made subject to this easement.

7. TEMPORARY STRUCTURES AND RESIDENCES

No trailer, tent, shack, barn or other out building or structure shall be moved upon or built upon any lot in this subdivision nor shall any garage or other out building be used as a temporary or permanent residence in this subdivision.

8. ANIMALS

No horses, cows, poultry or livestock of any kind other than house pets, may be kept on said property. No lot in this subdivision shall be used for the commercial breeding and feeding of any animals or birds.

9. FENCES AND PLANTS

No fence or wall, shall be located between the Street and the Building line. All fences built of lumber shall be painted with at least two coats of paint or stain and maintained so as to appear neat and presentable at all times.

10. SIGNS

No signs of any kind shall be displayed to the public view on any tract or lot except one sign advertising the property for sale by Texas Gulf Industries, Inc. or signs used by a builder to advertise the property during the construction and sales period.

11. ACCESS

No driveways or roadways may be constructed on any lot in this subdivision that will furnish access to any adjoining lots or property without the express written consent of Texas Gulf Industries, Inc.

12. DRIVEWAYS

All driveways must be paved before any new house may be occupied in this subdivision. All parking lots and driveways must be paved before used by any

commercial business in this subdivision. No attached garages shall be permitted to open directly onto Roman Forest Blvd. All attached garages on lots fronting on Roman Forest Blvd. must open either toward the back or toward the side of the lot.

13. CULVERTS

The size and construction of all drain tiles or culverts in any drainage ditch (including road ditches) in Roman Forest, Section I must be approved by the architectural control committee and in no event shall any such drain tile or culvert have an inside diameter of less than 18 inches.

14. UTILITIES

Each and every residence shall be required to connect to the water and sewer lines as soon as they are made available.

15. RESUBDIVISION

No lot may be resubdivided without the written approval of Texas Gulf Industries, Inc.

16. FIREARMS

The use or discharge of firearms is expressly prohibited within the subdivision.

17. MATERIALS STORED ON LOTS

No building material or debris of any kind shall be placed or stored upon any lot except during construction.

18. MAINTENANCE FUND

- (A) Except for all lots in Reserves A, B, C, D, E, F, G, H-1, H-2, J, K and L, each lot sold shall be subject to an annual maintenance fee of \$60.00 per year, payable in monthly installments of \$5.00 or in advance on July 1st of each year. Said fee to be collected and dispersed by the officers of Texas Gulf Industries, Inc. or its successors, or assigns or nominees.
- (B) All lots in RESERVES A, B, C, D, E, F, G, H-1, H-2, J, K and L shall be subject to an annual maintenance fee of \$90.00 per year payable in monthly installments of \$7.50 or in advance on July 1st each year.
- (C) All townhouse lots either platted or replatted in Roman Forest, Section I shall be subject to an annual maintenance fee of \$36.00 payable in advance on July 1st each year or in monthly installments of \$3.00.
- (D) All past due maintenance charges shall bear interest from their due date at the rate of ten per cent (10%) per annum until paid. Such charges shall be a covenant running with the land, and to secure payment thereof, a Vendor's Lien is hereby retained by Texas Gulf Industries, Inc., upon the property herein conveyed, subject and inferior, however, to a purchase money lien or construction money lien, or both.

Such annual charges may be adjusted at any time on any lot by Texas Gulf Industries, Inc. as may be required by any "Housing Authority" or "Regulating Agency" or "Governmental Agency" to meet any requirements or rules of such Agencies.

Funds arising from such charge shall be applied, so far as sufficient, toward the common good of the community, civic betterment, municipal, educational and public recreational purposes (but not by way of limitation) as follows:

- (1) To render constructive civic welfare for the promotion of the social welfare of the community and of the citizens of Roman Forest, Section I, to inculcate civic consciousness by means of active participation in constructive projects which will improve the community, state and nation.

- (2) To promote and/or provide municipal services and educational and public recreational services and facilities for residents of Roman Forest, Section I.
- (3) To acquire, maintain and conduct buildings and property for public services and educational and recreational facilities.
- (4) To do any other thing necessary or desirable or of general benefit to the community, including (but not by way of limitation) the following:

Street lighting (monthly charge), parkway maintenance, mosquito abatement, police service, fire protection, maintenance of lakes, golf course, clubhouse, etc., street sweeping and maintenance, parks and public grounds maintenance, community recreation, negotiation of contracts for garbage and refuse removal (which services will be billed directly to each property owner separate from and in addition to the community service charge), and the enforcement of restrictions upon the use of property in Roman Forest, Section I.

19. DURATION OF RESTRICTIONS

These restrictions shall remain in full force and effect for the primary period of thirty (30) years from the date hereof, indicated below; and thereafter shall be automatically renewed for additional successive periods of ten (10) years each unless the owners of at least 51% of the lots in the subdivision shall, by instrument in writing duly placed of record, elect to terminate or amend these restrictions and the force and effect thereof.

20. MISCELLANEOUS PROVISIONS

All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon the purchaser or their successors, heirs and assigns.

Invalidation of any one of the covenants or restrictions by judgment or any court shall in no way affect any of the other provisions which shall remain in full force and effect.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every lot therein and shall be taken and deemed as covenants running with the land, and when such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations as contained herein, and also such limitations as are shown on the map or plat of ROMAN FOREST, SECTION I, Montgomery County, Texas, and when lots with such reservations, easements, restrictions, etc., are so referred to by reference thereto in any such deed or conveyance to any lot or lots in said subdivision the same shall be of the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitory or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the owner of any of said lots or by Texas Gulf Industries, Inc., or its successors or assigns.

IN WITNESS WHEREOF, TEXAS GULF INDUSTRIES, INC., a Texas corporation, has caused these presents to be executed by its President and attested by its Secretary, all thereunto duly authorized, on this 13<sup>th</sup> day of April, A.D.1971.



Dana R. Morris  
Secretary

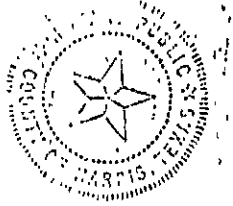
TEXAS GULF INDUSTRIES, INC.

By Robert J. Daniel  
President

THE STATE OF TEXAS     I  
                                  I  
COUNTY OF HARRIS     I

BEFORE ME, the undersigned authority, on this day personally appeared Robert D. Darnell, President of Texas Gulf Industries, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and the capacity therein set forth and stated.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 13<sup>th</sup> day of April, A.D.1971.



Jackie Vacker  
Notary Public, Harris County, Texas.

FILED FOR RECORD  
AT 11 O'CLOCK A.M.

APR 13 1971

ROY HARRIS, Clerk  
County Court, Montgomery Co., Tex.  
By [Signature] Deputy

263536

VOL 737 PAGE 805

DEEDS

THE STATE OF TEXAS     I  
COUNTY OF MONTGOMERY   I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TEXAS GULF INDUSTRIES, INC., a Texas corporation, is the owner of all that certain real property comprising "ROMAN FOREST, SECTION I" herein sometimes referred to as Subdivision, according to the map or plat thereof, recorded in Volume 9, Page 52 thru 55, of the Plat Records of Montgomery County, Texas, to which map or plat and its record thereof reference is here made for full and particular description of said real property; and,

Whereas, TEXAS GULF INDUSTRIES, INC., in its desire to keep the development of said real property for the mutual benefit and pleasure of the owners in said subdivision, and for the protection of such property values therein, desires to place on and against said property certain protective restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT TEXAS GULF INDUSTRIES, INC., a Texas corporation, does hereby make and file, as an amendment to the Restrictions heretofore filed for record and recorded in Volume 734, Page 23, of the Deed Records of Montgomery County, Texas, the following additional restrictions regarding the use and/or improvements on the lots located in said "ROMAN FOREST, SECTION I", owned by the undersigned as follows:

AMENDMENT NO. 1

There is hereby levied a separate charge of \$.50 per month to be collected from each and every user of electricity in "ROMAN FOREST, SECTION I". Said monthly charge shall be collected from each user by Gulf States Utilities Company along with the users' regular monthly charges for electricity.

AMENDMENT NO. 2

With reference to clause 3(B) of the recorded Restrictions mentioned above and titled Construction, this clause is hereby amended to read as follows:

- (B) CONSTRUCTION. All residences shall be at least 51% brick and only new construction materials shall be used except for used brick. No concrete blocks shall be used in said constructions and all buildings shall be built on a slab or solid concrete beam foundation. In no event shall any old house or building be moved on any lot or lots in said subdivision. The exterior construction of any kind and character, be it the primary residence, garage, porches, or appendages thereto, shall be completed within six (6) months after the pouring of the slab. The interior construction of any kind and character, shall be completed within nine (9) months after the pouring of the slab. The interior construction shall include, but not be limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings and doors completed, and covered by paint, wallpaper, paneling, etc., all floors covered by carpet, tile, etc.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every lot therein and shall be taken and deemed as covenants running with the land, and when such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations as contained herein, and also such limitations as are shown on the map or plat of "ROMAN FOREST, SECTION I", Montgomery County, Texas, and when lots with such reservations, easements, restrictions, etc., are so referred to by reference thereto in any such deed or conveyance to any lot or lots in said subdivision the same shall be of the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitory or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the owner of any of said lots or by Texas Gulf Industries, Inc., or its successors or assigns.

IN WITNESS WHEREOF, TEXAS GULF INDUSTRIES, INC., a Texas corporation, has caused these presents to be executed by its President and attested by its Secretary, all thereunto duly authorized, on this 15th day of April, A.D., 1971.

TEXAS GULF INDUSTRIES, INC.

BY: R. Darnell  
President

ATTEST:  
Dana R. Morris  
Secretary

THE STATE OF TEXAS     I  
COUNTY OF HARRIS     I

BEFORE ME, the undersigned authority, on this day personally appeared Robert D. Darnell, known to me to be the person whose name is subscribed to the foregoing instrument as President of Texas Gulf Industries, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER BY HAND AND SEAL OF OFFICE THIS THE 15<sup>th</sup> day of April, 1971.



Jackie Vacker  
Notary Public, Harris County, Texas.

FILED FOR RECORD  
AT 10 O'CLOCK A.M.  
MAY 24 1971  
ROY HARRIS, Clerk  
County Court, Montgomery Co., Tex.  
By: [Signature] Deputy



269402

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DEEDS

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

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I  
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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TEXAS GULF INDUSTRIES, INC., a Texas corporation, is the owner of all that certain real property comprising "ROMAN FOREST, SECTION II" herein sometimes referred to as Subdivision, according to the map or plat thereof recorded in Volume 9, page 64, of the Plat Records of Montgomery County, Texas, to which map or plat and its record thereof reference is here made for full and particular description of said real property; and,

Whereas, TEXAS GULF INDUSTRIES, INC., in its desire to keep the development of said real property for the mutual benefit and pleasure of the owners in said subdivision, and for the protection of such property values therein, desires to place on and against said property certain protective restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT TEXAS GULF INDUSTRIES, INC., a Texas corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the lots located in said "ROMAN FOREST, SECTION II", owned by the undersigned, including the dedicated roads, avenues, streets and waterways therein as follows:

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot, property or area in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing by TEXAS GULF INDUSTRIES, INC., or such architectural control committee as may be established, as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to the location of the building, and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out.

In the event said TEXAS GULF INDUSTRIES, INC., or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and 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 will be deemed to be fully complied with. Notice of disapproval shall be by delivery in person or by registered letter, addressed to Purchaser's last known address, and which said notice will set forth in detail the elements disapproved and the reason therefor. Such notice need not, however, contain any suggestions as to the methods of correcting the matters and things disapproved. The judgment of the supervising authority or committee shall in all things be final.

2. UNRESTRICTED LOTS

Except for the provisions above providing for architectural control and any restrictions that may be placed upon them by Deed, the following lots and reserves shall be UNRESTRICTED:

Lot 17 in Block 1  
Reserve 2 in Block 2  
Reserve 1 in Block 3 and Lots 8 and 9 in Block 3  
Reserve 8 in Block 7  
Reserve 3 in Block 9  
Reserve 7 in Block 10  
Reserve 9 in Block 11  
Reserve 11 in Block 15 and Lots 1 thru 14, inclusive, in Block 15  
Reserve 10 in Block 16  
Reserve 5 in Block 17  
Reserve 6  
Reserve 4 between Block 6 and Block 5  
Lots 1, 2, 3, 4, 23 and 24 in Block 1  
Lots 1, 2, 3, 4, 5 and 6 in Block 2  
Lots 1, 2 and 3 in Block 5

## 3. RESIDENTIAL LOTS

Except for the lots and reserves described in (2) above, all lots in said "Roman Forest, Section II" shall be known and designated as "residential lots" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

- (A) USE. No dwelling shall be erected, altered, placed or permitted to remain on any of said lots other than a single residence, designated and constructed for use by a single family, together with such servants' quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotels, tourists courts or tourist cottages or a place of abode for transient persons. No trees shall be cut on any tract without written consent of seller unless contract is paid in full.
- (1) No dwelling shall be erected on Lots 1, 2, 3, 4, 5, 6, and 7 in Block 3 and Lots 4, 5, 6, 7, 8, 9 and 10 in Block 5 unless the same shall have an exterior area of not less than 2200 square feet; provided further that one and one half story houses shall contain at least 1500 square feet on the ground floor and containing a total of at least 2200 square feet. Provided further that two story houses shall contain at least 1200 square feet on the ground floor and contain a total of 2200 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.
- (2) Except for the areas listed under Unrestricted Lots above and Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 3 and Lots 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 5, no dwelling shall be erected on any lot in the subdivision unless the same shall have an exterior area of not less than 1600 square feet; provided further, that one and one half story houses shall contain at least 1200 square feet on the ground floor and containing a total of at least 1700 square feet. Provided further that two story houses shall contain at least 1100 square feet on the ground floor and containing a total of 1800 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.
- (3) No building or structure shall be occupied or used until the exterior thereof is completely finished. No building may be erected between the building line as shown on the recorded plat and the street. No building shall be erected nearer than 10 feet to any side street lot line or any interior lot line.
- (4) In no event shall any residential lot be used for any business purpose.
- (5) All residences in this subdivision are to have at least a two car enclosed attached garage or a two car non-attached garage.
- (B) CONSTRUCTION. All residences shall be at least 51% brick and only new construction materials shall be used except for used brick. No concrete blocks shall be used in said constructions and all buildings shall be built on a slab or solid concrete beam foundation. In no event shall any old house or building be moved on any lot or lots in said subdivision. The exterior construction of any kind and character, be it the primary residence, garage, porches, or appendages thereto, shall be

completed within six (6) months after the pouring of the slab. The interior construction of any kind and character, shall be completed within nine (9) months after the pouring of the slab. The interior construction shall include, but not be limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors completed, and covered by paint, wallpaper, paneling, etc., and all floors covered by carpet, tile, etc.

(C) No boats or trailers shall be permitted to be parked in front of any residential buildings.

4. GARBAGE AND TRASH DISPOSAL

Garbage and trash shall be disposed of at least once a week. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right of way.

5. NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not be limited to: A truck larger than three-quarter ton parked on lots or roads or permanently kept on property; any motor vehicle not properly licensed by the State of Texas; junk or wrecking yards; automobiles, trucks or other vehicles used for parts.

6. EASEMENTS

An easement is reserved over and across all lots in the subdivision as indicated on the recorded plat for the purpose of installing, preparing and maintaining, and is hereby conveyed to the proper parties (including Texas Gulf Industries, Inc., water, drainage, sewage, telephone and utility companies or municipal authorities) so that they may install, repair and maintain electric power, water, sewage, drainage, gas and telephone services for the lots in the subdivision, and all contracts, deeds and conveyances of any of said lots or portion thereof are hereby made subject to this easement.

The hereinbelow described easements are hereby reserved for the purposes stated, with the right to dedicate said easements to the County Drainage Authorities or other appropriate authorities for their use and purposes:

- (A) 10' Water Main Easement over and across and running parallel and adjacent to and 5' on both sides of the common lot line of Lots 15 and 16 in Block 1.
- (B) 20' Drainage easement over and across and running parallel and adjacent to and 10' on both sides of the common lot line of Lots 10 and 11 in Block 1.
- (C) 30' Drainage Easement over and across and running parallel and adjacent to the Southwesterly property line of Lot 2, also being the common lot line of Lots 1 and 2 in Block 2, all of which easement is on said Lot 2.
- (D) 30' Drainage Easement over and across and running parallel and adjacent to the North property line of Lot 12, also being the common lot line of Lots 11 and 12 in Block 2, all of which easement is on said Lot 12.
- (E) 40' x 40' Sanitary Sewer Lift Station Site located in the Southeast corner of Lot 1 in Block 7.
- (F) 20' Drainage Easement over and across and running parallel and adjacent to and 10' on both sides of the common lot line of Lots 7 and 8 in Block 7.
- (G) 10' Water Main Easement over and across and running parallel and adjacent to and 5' on both sides of the common lot line of Lots 12 and 13 in Block 7.

- (H) 20' Drainage Easement over and across and running parallel and adjacent to and 10' on both sides of the common property line of Lots 37 and 38 in Block 7.
- (I) 20' Drainage Easement over and across and running parallel and adjacent to and 10' on both sides of the common property line of Lots 42 and 43 in Block 7.
- (J) 20' x 20' Sanitary Sewer Lift Station Site located in the South-westerly corner of Lot 26 in Block 7.
- (K) 20' Drainage Easement over and across and running parallel and adjacent to the West property line of Lot 35, also being the common lot line of Lots 34 and 35 in Block 17, all of which easement is on said Lot 35.
- (L) 20' Drainage Easement over and across and running parallel and adjacent to and 10' on both sides of the common property line of Lots 51 and 52 in Block 17.
- (M) 20' Drainage Easement over and across and running parallel and adjacent to and 10' on both sides of the common property line of Lots 62 and 63 in Block 17.
- (N) 20' Drainage Easement over and across and running parallel and adjacent to and 10' on both sides of the common property line of Lots 8 and 9 in Block 18.
- (O) 20' Drainage Easement over and across and running parallel and adjacent to and 10' on both sides of the common property line of Lots 26 and 27 in Block 18.
- (P) 20' Drainage Easement over and across and running parallel and adjacent to and 10' on both sides of the common property line of Lots 42 and 43 in Block 18.
- (Q) 20' Drainage Easement over and across and running parallel and adjacent to and 10' on both sides of the common property line of Lots 11 and 12 in Block 17.

7. TEMPORARY STRUCTURES AND RESIDENCES

No trailer, tent, shack, barn or other out building or structure shall be moved upon or built upon any lot in this subdivision nor shall any garage or other out building be used as a temporary or permanent residence in this subdivision.

8. ANIMALS

No horses, cows, poultry or livestock of any kind other than house pets, may be kept on said property. No lot in this subdivision shall be used for the commercial breeding and feeding of any animals or birds.

9. FENCES AND PLANTS

No fence or wall, shall be located between the Street and the Building line. All fences built of lumber shall be painted with at least two coats of paint or stain and maintained so as to appear neat and presentable at all times.

10. SIGNS

No signs of any kind shall be displayed to the public view on any tract or lot except one sign advertising the property for sale by Texas Gulf Industries, Inc. or signs used by a builder to advertise the property during the construction and sales period.

11. ACCESS

No driveways or roadways may be constructed on any lot in this subdivision that will furnish access to any adjoining lots or property without the express written consent of Texas Gulf Industries, Inc.

12. DRIVEWAYS

All driveways must be paved before any new house may be occupied in this subdivision. All parking lots and driveways must be paved before used by any commercial business in this subdivision. No attached garages shall be permitted to open directly onto Roman Forest Blvd. All attached garages on lots fronting on Roman Forest Blvd. must open either toward the back or toward the side of the lot.

13. CULVERTS

The size and construction of all drain tiles or culverts in any drainage ditch (including road ditches) in Roman Forest, Section II must be approved by the architectural control committee and in no event shall any such drain tile or culvert have an inside diameter of less than 18 inches.

14. UTILITIES

Each and every residence shall be required to connect to the water and sewer lines as soon as they are made available.

There is hereby lived a separate charge of Fifty (50¢) cents per month to be collected from each and every user of electricity in "Roman Forest, Section II". Said monthly charge shall be collected from each user by Gulf States Utilities Company along with the user's regular monthly charges for electricity.

15. RESUBDIVISION

No lot may be resubdivided without the written approval of Texas Gulf Industries, Inc.

16. FIREARMS

The use or discharge of firearms is expressly prohibited within the subdivision.

17. MATERIALS STORED ON LOTS

No building material or debris of any kind shall be placed or stored upon any lot except during construction.

18. MAINTENANCE FUND

(A) Except for Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 3, Lots 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 5 and all Unrestricted Lots hereinabove listed, each lot sold shall be subject to an annual maintenance fee of \$60.00 per year, payable in monthly installments of \$5.00 or in advance on July 1st of each year. Said fee to be collected and dispersed by the officers of Texas Gulf Industries, Inc. or its successors, or assigns or nominees.

(B) Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 3 and Lots 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 5 shall be subject to an annual maintenance fee of \$90.00 per year payable in monthly installments of \$7.50 or in advance on July 1st of each year.

(C) All past due maintenance charges shall bear interest from their due date at the rate of ten (10%) per cent per annum until paid. Such charges shall be a covenant running with the land, and to secure payment thereof, a Vendor's Lien is hereby retained by Texas Gulf Industries, Inc., upon the property herein conveyed, subject and inferior, however, to a purchase money lien or construction money lien, or both.

Such annual charges may be adjusted at any time on any lot by Texas Gulf Industries, Inc. as may be required by any "Housing Authority" or "Regulating Agency" or "Governmental Agency" to meet any requirements or rules of such agencies.

Funds arising from such charge shall be applied, so far as sufficient, toward the common good of the community, civic betterment, municipal, educational and public recreational purposes (but not by way of limitation) as follows:

- (1) To render constructive civic welfare for the promotion of the social welfare of the community and of the citizens of Roman Forest, Section II, to inculcate civic consciousness by means of active participation in constructive projects which will improve the community, state and nation.
- (2) To promote and/or provide municipal services and educational and public recreational services and facilities for residents of Roman Forest, Section II.
- (3) To acquire, maintain and conduct buildings and property for public services and educational and recreational facilities.
- (4) To do any other thing necessary or desirable or of general benefit to the community, including (but not by way of limitation) the following:

Street lighting (monthly charge as hereinabove stated), parkway maintenance, mosquito abatement, police service, fire protection, maintenance of lakes, golf course, clubhouse, etc., street sweeping and maintenance, parks and public grounds maintenance, community recreation, negotiation of contracts for garbage and refuse removal (which services will be billed directly to each property owner separate from and in addition to the community service charge), and the enforcement of restrictions upon the use of property in Roman Forest, Section II.

19. DURATION OF RESTRICTIONS

These restrictions shall remain in full force and effect for the primary period of thirty (30) years from the date hereof, indicated below; and thereafter shall be automatically renewed for additional successive periods of ten (10) years each unless the owners of at least 51% of the lots in the Subdivision shall, by instrument in writing duly placed of record, elect to terminate or amend these restrictions and the force and effect thereof.

20. MISCELLANEOUS PROVISIONS

All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon the purchaser or his successors, heirs and assigns.

Invalidation of any one of the covenants or restrictions by judgment of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every lot therein and shall be taken and deemed as covenants running with the land, and when such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations as contained herein, and also such limitations as are shown on the map or plat of ROMAN FOREST, SECTION II, Montgomery County, Texas, and when lots with such reservations, easements, restrictions, etc., are so referred to by reference thereto in any such deed or conveyance to any lot or lots in said subdivision, the same shall be of the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same,

either to restrain or prevent such violation or proposed violation by an injunction, either prohibitory or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the owner of any of said lots or by Texas Gulf Industries, Inc., or its successors or assigns.

IN WITNESS WHEREOF, TEXAS GULF INDUSTRIES, INC., a Texas corporation, has caused these presents to be executed by its President and attested by its Secretary, all thereunto duly authorized, on this 30th day of July, A.D.1971.

TEXAS GULF INDUSTRIES, INC.

ATTEST:

Nana R. Morris  
Secretary

By Robert D. Darnell  
President

THE STATE OF TEXAS     I  
                                  I  
COUNTY OF HARRIS     I

BEFORE ME, the undersigned authority, on this day personally appeared Robert D. Darnell, President of Texas Gulf Industries, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and the capacity therein set forth and stated.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 30th day of July, A.D.1971.



Jackie Vactor  
Notary Public, Harris County, Texas.

RETURN TO:  
AMERICAN LAND CO.  
4151 SOUTHWEST FREEWAY SUITE 130  
HOUSTON, TEXAS 77027

FILED FOR RECORD  
AT 2 O'CLOCK P.M.

AUG 17 1971

ROY HARRIS, Clerk  
County Court, Montgomery Co., Tex.  
By May [Signature] Deputy

270924

VOL 747 PAGE 681

DEEDS

THE STATE OF TEXAS     I  
                              I  
COUNTY OF MONTGOMERY   I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TEXAS GULF INDUSTRIES, INC., a Texas corporation, is the owner of all that certain property comprising "ROMAN FOREST, SECTION II" herein sometimes referred to as Subdivision, according to the map or plat thereof recorded in Volume 9, page 64 of the Plat Records of Montgomery County, Texas, to which map or plat and its record thereof reference is here made for full and particular description of said real property; and,

Whereas, TEXAS GULF INDUSTRIES, INC., in its desire to keep the development of said real property for the mutual benefit and pleasure of the owners in said subdivision, and for the protection of such property values therein, desires to place on and against said property certain protective restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT TEXAS GULF INDUSTRIES, INC., a Texas corporation, does hereby make and file, as an amendment to the Restrictions heretofore filed for record and recorded in Volume 746, page 207, et seq., of the Deed Records of Montgomery County, Texas, the following additional restrictions regarding the use and/or improvements on the lots located in said "ROMAN FOREST, SECTION II", owned by the undersigned as follows:

AMENDMENT NO. 1

With reference to Paragraph 18 of the recorded Restrictions mentioned above and titled MAINTENANCE FUND, clauses (A) and (B) are hereby amended to read as follows:

- (A) Except for Lots 1, 2, 3, 4, 23 and 24 in Block 1, Lots 1, 2, 3, 4, 5 and 6 in Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 3 and Lots 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 5, each lot sold shall be subject to an annual maintenance fee of \$60.00 per year, payable in monthly installments of \$5.00 or in advance on July 1st of each year; HOWEVER, at the option of Texas Gulf Industries, Inc., this fee may be increased if necessary, but may not be increased to more than \$120.00 per year or \$10.00 monthly per lot. Said fee to be collected and dispersed by the officers of Texas Gulf Industries, Inc. or its successors, or assigns or nominees.
- (B) Lots 1, 2, 3, 4, 23 and 24 in Block 1, Lots 1, 2, 3, 4, 5 and 6 in Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 3 and Lots 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Block 5 shall be subject to an annual maintenance fee of \$90.00 per year payable in monthly installments of \$7.50 or in advance on July 1st each year; HOWEVER, at the option of Texas Gulf Industries, Inc., this fee may be increased if necessary, but may not be increased to more than \$180.00 per year or \$15.00 monthly per lot.

AMENDMENT NO. 2

Lots 63, 64, 65 and 66 in Block 17 of ROMAN FOREST, SECTION II, are hereby exempted from the Restrictions mentioned above ONLY in the following respect, but are subject to all of the other restrictions as therein set out:

- (1) The above mentioned lots may be used for multiple family dwellings or townhouses so long as all other restrictions recorded in Volume 746, page 207, et seq., are strictly adhered to and so long as said buildings are approved by Texas Gulf Industries, Inc. as set out in Paragraph 1 of the above mentioned restrictions.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every lot therein and shall be taken and deemed as covenants running with the land, and when such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations as contained herein, and also such limitations as are shown on the map or plat of "ROMAN



FOREST, SECTION II", Montgomery County, Texas, and when lots with such reservations, easements, restrictions, etc., are so referred to by reference thereto in any such deed or conveyance to any lot or lots in said subdivision the same shall be of the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitory or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the owner of any of said lots or by Texas Gulf Industries, Inc., or its successors or assigns.

IN WITNESS WHEREOF, TEXAS GULF INDUSTRIES, INC., a Texas corporation, has caused these presents to be executed by its President and attested by its Secretary, all thereunto duly authorized, on this 31st day of July, A.D.1971.

TEXAS GULF INDUSTRIES, INC.



R. Maurer  
Secretary

Robert D. Darnell  
President

THE STATE OF TEXAS     I  
                                  I  
COUNTY OF HARRIS     I

BEFORE ME, the undersigned authority, on this day personally appeared Robert D. Darnell, known to me to be the person whose name is subscribed to the foregoing instrument as President of Texas Gulf Industries, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31st day of July, A.D.1971.



Jackie Vackar  
Notary Public, Harris County, Texas.

FILED FOR RECORD  
AT 4 O'CLOCK P.M.

AUG 31 1971

ROY HARRIS, Clerk  
County Court, Montgomery Co., Tex.  
By [Signature] Deputy



Lots 10,11,12,13,14,15,16,17,18 and 19 in Block 7  
 Lots 22 and 23 in Block 8  
 Lots 28,29,30,31,32 and 33 in Block 9  
 Lot 21 in Block 10  
 Lots 1,2,3,4,5,6,7 and 8 in Block 11  
 Lots 1,2,3,4,5 and 6 in Block 12  
 Lots 47,48,49,50 and 51 in Block 20  
 Lots 1,2,3,4,5 and 6 in Block 23  
 Lots 1,2,3,4,5,6,7,8 and 9 in Block 24

### 3. RESIDENTIAL LOTS

Except for the lots and reserves described in Paragraph 2 above, all lots in said "ROMAN FOREST, SECTION III" shall be known and designated as "residential lots" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

- (A) USE. No dwelling shall be erected, placed or permitted to remain on any of said lots other than a single residence, designated and constructed for use by a single family, together with such servants' quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotels, tourist courts or tourist cottages or a place of abode for transient persons.

(1) No dwelling shall be erected on Lot 61 in Block 11, Lot 11 in Block 12, Lots 1,2,3,4,5,6 and 7 in Block 13, Lots 1,2,3,4,5,6 in Block 16 and Lots 1,2,3,4,5 and 6 in Block 17 unless the same shall have an exterior area of not less than 2200 square feet; provided further that one and one half story houses shall contain at least 1500 square feet on the ground floor and contain a total of at least 2200 square feet; provided further that two story houses shall contain at least 1400 square feet on the ground floor and contain a total of at least 2200 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.

(2) No dwelling shall be erected on Lots 1 through 42 in Block 18, Lots 1 through 35 in Block 19, Lots 3 through 45 in Block 20, Lots 1 through 26 in Block 21, Lots 1 through 18 in Block 22 and Lots 7 through 18 in Block 23 unless the same shall have an exterior area of not less than 2000 square feet; provided further that one and one half story houses shall contain at least 1400 square feet on the ground floor and contain a total of at least 2000 square feet; provided further that two story houses shall contain at least 1200 square feet on the ground floor and contain a total of at least 2000 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages. No trees may be cut on any tract without the written consent of seller unless the property is paid in full.

(3) Except for the areas listed under Unrestricted Lots in Paragraph 2 above and all of the lots listed in Paragraph 3 (A) under (1) and (2) above, no dwelling shall be erected on any lot in the subdivision unless the same shall have an exterior area of not less than 1700 square feet; provided further, that one and one half story houses shall contain at least 1200 square feet on the ground floor and contain a total of at least 1700 square feet; provided further that two story houses shall contain at least 1100 square feet on the ground floor and contain a total of at least 1800 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.

(4) No building or structure shall be occupied or used until the exterior thereof is completely finished. No building may be erected between the building lines as shown on the recorded plat and the street. No building shall be erected nearer than 20 feet to any side street lot line or nearer than 10 feet to any interior lot line.

(5) No building shall be constructed on any lot nearer than 50 feet from any property line coincident with Reserves R7, R8 and R9, without the prior written approval of TEXAS GULF INDUSTRIES, INC., or such architectural control committee as may be established.

(6) All residences in this subdivision are to have at least a two car enclosed attached garage or a two car non-attached garage.

(B) CONSTRUCTION. All residences shall be at least 51% masonry unless otherwise approved in writing by TEXAS GULF INDUSTRIES, INC., or such Architectural Control Committee as may be established. Only new construction materials shall be used except for used brick. No concrete blocks shall be used in said construction and all buildings shall be built on a slab or solid concrete beam foundation. In no event shall any house or building be moved on any lot or lots in said subdivision. All exterior construction of any kind and character, be it the primary residence, garage, porches, or appendages thereto, shall be completed within six (6) months after the pouring of the slab. All interior construction of any kind and character, shall be completed within nine (9) months after the pouring of the slab. The interior construction shall include, but not be limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors completed, and covered by paint, wall-paper, paneling, etc., and all floors covered by carpet, tile, etc. All residences on Lots described in (1) and (2) of Paragraph 3 above, shall have roofs constructed of all wood shingles.

(C) No boats or trailers shall be permitted to be parked in front of any residential buildings.

4. GARBAGE AND TRASH DISPOSAL.

Garbage and trash shall be disposed of at least once a week. No

lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right of way.

5. NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not be limited to: A truck larger than three-quarter ton parked on lots or roads or permanently kept on property; any motor vehicle not properly licensed by the State of Texas; junk or wrecking yards; automobiles, trucks or other vehicles used for parts.

6. EASEMENTS

An easement is reserved over and across all lots in the subdivision as indicated on the recorded plat for the purpose of installing, preparing and maintaining, and is hereby conveyed to the proper parties (including Texas Gulf Industries, Inc., water, drainage, sewage, telephone and utility companies or municipal authorities) so that they may install, repair and maintain electric power, water, sewage, drainage, gas and telephone services for the lots in the subdivision, and all contracts, deeds and conveyances of any of said lots or portion thereof are hereby made subject to this easement.

The following drainage easements are hereby reserved with the right to dedicate said easements to the County Drainage Authorities or other appropriate authorities for their use and purposes: 1. 30' easement over and across and running parallel and adjacent to and 15' on both sides of the common lot lines of Lots 52 and 53 in Block 11 and Lots 23 and 24 in Block 18.

7. TEMPORARY STRUCTURES AND RESIDENCES

No trailer, tent, shack, barn or other out building or structure shall be moved upon or built upon any lot in this subdivision nor shall any garage or other out building be used as a temporary or permanent residence in this subdivision.

8. ANIMALS

No horses, cows, poultry or livestock of any kind other than house pets, may be kept on said property. No lot in this subdivision shall be used for the commercial breeding and feeding of any animals or birds.

9. FENCES AND PLANTS

No fence or wall shall be located between the Street and the Building lines as shown on the recorded plat. All fences built of lumber shall be painted with at least two coats of paint or stain and maintained so as to appear neat and presentable at all times. No fences or walls shall be erected on any lot line coincident with Reserves R7, R8 and R9, or within 50 feet thereof, unless the same shall be approved in writing by TEXAS GULF INDUSTRIES, INC., or its nominees or assigns.

10. SIGNS

No signs of any kind shall be displayed to the public view on any tract or lot except one sign advertising the property for sale by TEXAS GULF INDUSTRIES, INC., or signs used by a builder to advertise the property during the construction and sales period.

11. ACCESS

No driveways or roadways may be constructed on any lot in this subdivision that will furnish access to any adjoining lots or property without the express written consent of TEXAS GULF INDUSTRIES, INC.

12. DRIVEWAYS

All driveways must be paved before any new house may be occupied in this subdivision. All parking lots and driveways must be paved before used by any commercial business in this subdivision. No garages shall be permitted to open directly onto Appian Way. All garages shall be permitted to open directly onto Appian Way. All garages on lots fronting on Appian Way must open either toward the back or toward the side of the lot.

13. CULVERTS

The size and construction of all drain tiles or culverts in any drainage ditch (including road ditches) in ROMAN FOREST, SECTION III, must be approved by TEXAS GULF INDUSTRIES, INC., or its nominees or assigns, and in no event shall any such drain tile or culverts have an inside diameter of less than 18 inches.

14. UTILITIES

Each and every residence shall be required to connect to the water and sewer lines as soon as they are made available.

There is hereby levied a separate charge of Fifty (50¢) cents per month to be collected from each and every user of electricity in "ROMAN FOREST, SECTION III". Said monthly charge shall be collected from each user by Gulf States Utilities Company along with the user's regular monthly charges for electricity.

15. RESUBDIVISION

No lot may be resubdivided without the written approval of TEXAS GULF INDUSTRIES, INC., its nominees or assigns.

16. FIREARMS

The use or discharge of firearms is expressly prohibited within the subdivision.

17. MATERIALS STORED ON LOTS

No building material or debris of any kind shall be placed or stored upon any lot except during construction.

18. MAINTENANCE FUND

(A) Except for Lot 61 in Block 11, Lot 11 in Block 12, Lots 1, 2, 3, 4, 5, 6 and 7 in Block 13, Lots 1, 2, 3, 4, 5 and 6 in Block 16 and Lots 1, 2, 3, 4, 5 and 6 in Block 17 and all Unrestricted Lots hereinabove listed, each lot sold shall be subject to an annual maintenance fee of \$60.00 per year, payable in monthly installments of \$5.00 or in advance on July 1st of each year; HOWEVER, at the option of TEXAS GULF INDUSTRIES, INC., its successors, assigns or nominees, this fee may be increased if necessary, but may not be increased to more than \$120.00 per year or \$10.00 per month per lot.

(B) Lot 61 in Block 11, Lot 11 in Block 12, Lots 1, 2, 3, 4, 5, 6 and 7 in Block 13, Lots 1, 2, 3, 4, 5 and 6 in Block 16 and Lots 1, 2, 3, 4, 5 and 6 in Block 17 and Lots 19, 20, 21, 22, 23, 24, 25, 26 and 27 in Block 2, Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block 3, Lots 1 and 2 in Block 4, Lots 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 in Block 7, Lots 22 and 23 in Block 8, Lots 28, 29, 30, 31, 32 and 33 in Block 9, Lot 21 in Block 10, Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block 11, Lots 1, 2, 3, 4, 5 and 6 in Block 12, Lots 47, 48, 49, 50 and 51 in Block 20, Lots 1, 2, 3, 4, 5 and 6 in Block 23 and Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 24 shall be subject to an annual maintenance fee of \$90.00 per year payable in monthly installments

of \$7.50 or in advance on July 1st of each year; HOWEVER, at the option of TEXAS GULF INDUSTRIES, INC., its successors, assigns or nominees, this fee may be increased if necessary, but may not be increased to more than \$180.00 per year or \$15.00 monthly per lot.

- (C) All townhouse lots either platted or replatted in Roman Forest, Section III, shall be subject to an annual maintenance fee of \$36.00 payable in advance on July 1st of each year or in monthly installments of \$3.00; HOWEVER, at the option of TEXAS GULF INDUSTRIES, INC., its successors, assigns or nominees, this fee may be increased if necessary, but may not be increased to more than \$72.00 per year or \$6.00 monthly per lot.
- (D) All "Reserves" are exempted from maintenance fees UNLESS otherwise specified in the deed.
- (E) All past due maintenance fee charges shall bear interest from their due date at the rate of ten percent (10%) per annum until paid. The obligation to pay such charges shall be a covenant running with the land, and to secure payment thereof, a Vendor's Lien is hereby retained by TEXAS GULF INDUSTRIES, INC., upon the property herein conveyed, which lien shall be subject and inferior, however, to any valid purchase money lien or construction money lien, or both, now or hereafter granted.
- (F) Such annual charges may be adjusted at any time on any lot by TEXAS GULF INDUSTRIES, INC. as may be required by any "Housing Authority" or "Regulating Agency" or "Governmental Agency" to meet any requirements or rules of such agencies.
- (G) Such fees shall be payable to and disbursed by TEXAS GULF INDUSTRIES, INC., its successors, assigns or nominees.
- (H) Funds arising from such charge shall be applied, so far as sufficient, toward the common good of the community, civic betterment, municipal, educational and public recreational purposes (but not by way of limitation) as follows:
- (1) To promote the social welfare of the community and of the citizens of ROMAN FOREST, SECTION III.
  - (2) To promote and/or provide municipal services and educational and public recreational services and facilities for residents of ROMAN FOREST, SECTION III.
  - (3) To acquire, maintain and conduct buildings and property for public services and educational and recreational facilities.
  - (4) To do any other thing necessary or desirable or of general benefit to the community, including (but not by way of limitation) the following:

Street lighting (monthly charge as hereinabove stated), parkway maintenance, mosquito abatement, police service, fire protection, maintenance of lakes, golf course, clubhouse, etc., street sweeping and maintenance, parks and public grounds maintenance, community recreation, negotiation of contracts for garbage and refuse removal (which services will be billed

directly to each property owner separate from and in addition to the community service charge), and the enforcement of restrictions upon the use of property in ROMAN FOREST, SECTION III.

19. DURATION OF RESTRICTIONS

These restrictions shall remain in full force and effect for the primary period of thirty (30) years from the date hereof, indicated below; and thereafter shall be automatically renewed for additional successive periods of ten (10) years each unless the owners of at least 51% of the lots in the Subdivision shall, by instrument in writing duly placed of record, elect to terminate or amend these restrictions and the force and effect thereof.

20. MISCELLANEOUS PROVISIONS


All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon the purchaser or his successors, heirs and assigns.

Invalidation of any one or the covenants or restrictions by judgment of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every lot therein and shall be taken and deemed as covenants running with the land, and when such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations as are contained herein, and also such limitations as are shown on the map or plat of ROMAN FOREST, SECTION III, Montgomery County, Texas, and said restrictions, covenants, conditions, easements and reservations and limitations shall be of the same force and effect as if they were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitory or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the owner of any of said lots or by TEXAS GULF INDUSTRIES, INC. or its successors, assigns or nominees.

IN WITNESS WHEREOF, TEXAS GULF INDUSTRIES, INC., a Texas corporation, has caused these presents to be executed by its President and attested by its Secretary, all thereunto duly authorized, on this 17th day of November, 1971.

Attest:  
  
*Ann R. Morris*  
Secretary

TEXAS GULF INDUSTRIES, INC.

By: *Robert H. Darnell*  
President

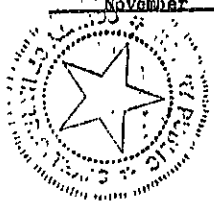


THE STATE OF TEXAS §  
                                  §  
COUNTY OF HARRIS §

VOL 755 PAGE 306

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT D. DARNELL, President of TEXAS GULF INDUSTRIES, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and the capacity therein set forth and stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 17th day of November, 1971.



*Jackie Walker*  
Notary Public in and for  
HARRIS COUNTY, T E X A S

FILED FOR RECORD  
AT 3 O'CLOCK P.M.

NOV 18 1971  
ROY HARRIS, Clerk  
County Court, Montgomery Co., Tex.  
By *[Signature]* Deputy

RETURN TO:  
AMERICAN LAND CO.  
4151 SOUTHWEST FREEWAY SUITE 130  
HOUSTON, TEXAS 77027

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

WHEREAS, TEXAS GULF INDUSTRIES, INC., a Texas corporation, is the owner of all that certain real property comprising "ROMAN FOREST, SECTION IV" herein sometimes referred to as Subdivision, according to the map or plat thereof recorded in Volume 9, pages 95, 96, 97, 98 and 99 of the Plat Records of Montgomery County, Texas, to which map or plat and its record thereof reference is here made for full and particular description of said real property; and,

WHEREAS, TEXAS GULF INDUSTRIES, INC., in its desire to keep the development of said real property for the mutual benefit and pleasure of the owners in said subdivision, and for the protection of such property values therein, desires to place on and against said property certain protective covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT TEXAS GULF INDUSTRIES, INC., a Texas corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the lots located in said "ROMAN FOREST, SECTION IV", owned by the undersigned, including the dedicated roads, avenues, streets and waterways therein as follows:

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot, property or area in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing by TEXAS GULF INDUSTRIES, INC., or such architectural control committee as may be established, as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to the location of the building, and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out.

In the event said TEXAS GULF INDUSTRIES, INC., or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and 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 will be deemed to be fully complied with. Notice of disapproval shall be by delivery in person or by registered letter, addressed to Purchaser's last known address, and which said notice will set forth in detail the elements disapproved and the reason therefor. Such notice need not, however, contain any suggestions as to the methods of correcting the matters and things disapproved. The judgment of the supervising authority or committee shall in all things be final.

2. UNRESTRICTED LOTS

Except for the provisions above providing for architectural control and any restrictions that may be placed upon them by Decd, the following lots and reserves shall be UNRESTRICTED:

- Reserves R-1 through R-37
- Lot 23 in Block 2
- Lots 56, 57, 58, 59, 60, 61, 62 and 62A in Block 4
- Lots 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Block 13
- Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 14
- Lots 1, 2, 3, 4 and 5 in Block 15
- Lots 58, 59, 60 and 61 in Block 22
- Lots 1 through 25 in Block 23
- Lots 13, 14 and 15 in Block 15

Notwithstanding anything contained in Paragraphs 2 and 3 to the contrary no portion of the real property included within "ROMAN FOREST, SECTION IV" shall be used or utilized for the operation of a retail store which devotes more than 2,400 square feet of the total gross building area thereof, to the sale of food items for off premises consumption.

The restrictions hereinabove and hereinafter do not apply and are not in force in so far as to the application of Lots 13, 14 and 15 in Block 15. It being the purpose and intention that these three (3) lots be used for the sold purpose of constructing an electrical sub-station.

3. RESIDENTIAL LOTS

Except for the lots and reserves described in Paragraph 2 above, all lots in said "ROMAN FOREST, SECTION IV" shall be known and designated as "residential lots" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

(A) USE. No dwelling shall be erected, placed or permitted to remain on any of said lots other than a single residence, designated and constructed for use by a single family, together with such servants' quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotels, tourist courts or tourist cottages or a place of abode for transient persons.

(1) No dwelling shall be erected on Lots 7, 8 and 9 in Block 1; Lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Block 2; Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 6; Lots 1, 2, 3, 4, 5, 6 and 7 in Block 7; Lot 22 in Block 14; Lots 1, 2, 64 and 65 in Block 17; Lots 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56 and 57 in Block 22; Lots 4, 5 and 6 in Block 18

and Lots 6, 7, 8, 9 and 10 in Block 19 unless the same shall have an exterior area of not less than 2200 square feet; provided further that one and one half story houses shall contain at least 1500 square feet on the ground floor and contain a total of at least 2200 square feet; provided further that two story houses shall contain at least 1400 square feet on the ground floor and contain a total of at least 2200 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.

(2) No dwelling shall be erected on Lots 10 through 21 in Block 14, Lots 6, 7, 8, 9, 10, 11 and 12 in Block 15; Lots 1, 2, 3, 4, 5 in Block 16; Lots 3 through 63 and 63A in Block 17 and Lots 1, 2, and 3 in Block 18 unless the same shall have an exterior area of not less than 2000 square feet; provided further that one and one half story houses shall contain at least 1400 square feet on the ground floor and contain a total of at least 2000 square feet; provided further that two story houses shall contain at least 1200 square feet on the ground floor and contain a total of at least 2000 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.

(3) Except for the areas listed under Unrestricted Lots in Paragraph 2 above and all of the lots listed in Paragraph 3(A) under (1) and (2) above, no dwelling shall be erected on any lot in the subdivision unless the same shall have an exterior area of not less than 1700 square feet; provided further, that one and one half story houses shall contain at least 1200 square feet on the ground floor and contain a total of at least 1700 square feet; provided further that two story houses shall contain at least 1100 square feet on the ground floor and contain a total of at least 1800 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.

(4) No building or structure shall be occupied or used until the exterior thereof is completely finished. No building may be erected between the building lines as shown on the recorded plat and the street. No building shall be erected nearer than 20 feet to any side street lot line or nearer than 10 feet to any interior lot line. No trees may be cut on any tract without the written consent of seller unless the property is paid in full.

(5) No building shall be constructed on any lot nearer than 50 feet from any property line coincident with Reserves R-18, R-19 and R-20, without the prior written approval of TEXAS GULF INDUSTRIES, INC., or such architectural control committee as may be established.

(6) All residences in this subdivision are to have at least a two car enclosed attached garage or a two car enclosed non-attached garage.

(B) CONSTRUCTION. All residences shall be at least 51% masonry unless otherwise approved in writing by TEXAS GULF INDUSTRIES, INC. or such Architectural Control Committee as may be established. Only new construction materials shall be used except for used brick. No concrete blocks shall be used in said construction and all buildings shall be built on a slab or solid concrete beam foundation. In no event shall any house or building be moved on any lot or lots in said subdivision. All exterior construction of any kind and character, be it the primary residence, garage, porches or appendages thereto, shall be completed in six (6) months after the pouring of the slab. All interior construction of any kind and character, shall be completed within nine (9) months after the pouring of the slab. The interior construction shall include, but not be limited to, all electrical outlets in place, and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings and doors completed and covered by paint, wallpaper, paneling, etc., and all floors covered by carpet, tile, etc. All residences on lots described in (1) and (2) of Paragraph 3 above, shall have roofs constructed of all wood shingles.

(C) No boats or trailers shall be permitted to be parked in front of any residential buildings.

4. GARBAGE AND TRASH DISPOSAL

Garbage and trash shall be disposed of at least once a week. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right of way.

5. NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not be limited to: A truck larger than three-quarter ton parked on lots or roads or permanently kept on property; any motor vehicle not properly licensed by the State of Texas; junk or wrecking yards; automobiles, trucks or other vehicles used for parts.

6. EASEMENTS

An easement is reserved over and across all lots in the subdivision as indicated on the recorded plat for the purpose of installing, preparing and maintaining, and is hereby conveyed to the proper parties (including Texas Gulf Industries, Inc., water, drainage, sewage, telephone and utility companies or municipal authorities) so that they may install, repair and maintain electric power, water, sewage, drainage, gas and telephone services for the lots in the subdivision.

and all contracts, deeds and conveyances of any of said lots or portion thereof are hereby made subject to this easement.

7. TEMPORARY STRUCTURES AND RESIDENCES

No trailer, tent, shack, barn or other out building or structure shall be moved upon or built upon any lot in this subdivision nor shall any garage or other out building be used as a temporary or permanent residence in this subdivision.

8. ANIMALS

No horses, cows, poultry or livestock of any kind other than house pets, may be kept on said property. No lot in this subdivision shall be used for the commercial breeding and feeding of any animals or birds.

9. FENCES AND PLANTS

No fence or wall shall be located between the Street and the Building Lines as shown on the recorded plat. All fences built of lumber shall be painted with at least two coats of paint or stain and maintained so as to appear neat and presentable at all times. No fences or walls shall be erected on any lot line coincident with Reserves R-18, R-19 and R-20, or within 50 feet thereof, unless the same shall be approved in writing by TEXAS GULF INDUSTRIES, INC., or its nominees or assigns.

10. SIGNS

No signs of any kind shall be displayed to the public view on any tract or lot except one sign advertising the property for sale by TEXAS GULF INDUSTRIES, INC., or signs used by a builder to advertise the property during the construction and sales period.

11. ACCESS

No driveways or roadways may be constructed on any lot in this subdivision that will furnish access to any adjoining lots or property without the express written consent of TEXAS GULF INDUSTRIES, INC.

12. DRIVEWAYS

All driveways must be paved before any new house may be occupied in this subdivision. All parking lots and driveways must be paved before used by any commercial business in this subdivision. No garages shall be permitted to open directly onto Roman Forest Blvd. All garages on lots fronting on Roman Forest Blvd. must open either toward the back or toward the side of the lot.

13. CULVERTS

The size and construction of all drain tiles or culverts in any drainage ditch (including road ditches) in ROMAN FOREST, SECTION IV, must be approved by TEXAS GULF INDUSTRIES, INC., or its nominees or assigns, and in no event shall any such drain tile or culverts have an inside diameter of less than 18 inches.

14. UTILITIES .

Each and every residence shall be required to connect to the water and sewer lines as soon as they are made available.

There is hereby levied a separate charge of fifty (\$.50) cents per month to be collected from each and every user of electricity in "ROMAN FOREST, SECTION IV". Said monthly charge shall be collected from each user by Gulf States Utilities Company along with the user's regular monthly charges for electricity.

15. RESUBDIVISION

No lot may be resubdivided without the written approval of TEXAS GULF INDUSTRIES, INC., its nominees or assigns.

16. FIREARMS

The use or discharge of firearms is expressly prohibited within the subdivision.

17. MATERIALS STORED ON LOTS

No building material or debris of any kind shall be placed or stored upon any lot except during construction.

18. MAINTENANCE FUND

(A) Except for Lots 7, 8, 9 in Block 1; Lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 in Block 2; Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Block 6; Lots 1, 2, 3, 4, 5, 6, 7 in Block 7; Lot 22 in Block 14; Lots 1, 2, 4, 5, 6, 7 in Block 17; Lots 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56 and 57 in Block 22; Lots 4, 5, and 6 in Block 18 and Lots 6, 7, 8, 9 and 10 in Block 19 and all Unrestricted Lots hereinabove listed, each lot sold shall be subject to an annual maintenance fee of \$60.00 per year, payable in monthly installments of \$5.00 or in advance on July 1st of each year; HOWEVER, at the option of TEXAS GULF INDUSTRIES, INC., its successors, assigns or nominees, this fee may be increased if necessary, but may not be increased to more than \$120.00 per year or \$10.00 per month per lot.

(B) Lots 7, 8 and 9 in Block 1; Lots 24 through 36 in Block 2; Lots 1 through 9 in Block 6; Lots 1, 2, 3, 4, 5, 6 and 7 in Block 7; Lot 22 in Block 14; Lots 1, 2, 4, 5, 6, 7 in Block 17; Lots 46 through 57 in Block 22; Lots 4, 5, and 6 in Block 18; Lots 6, 7, 8, 9 and 10 in Block 19; Lot 23 in Block 2; Lots 56 through 62, 62A, Block 4; Lots 12 through 21 in Block 13; Lots 1 through 9 in Block 14; Lots 1, 2, 3, 4, and 5 in Block 15; Lots 58 through 61 in Block 22; shall be subject to an annual maintenance fee of \$90.00 per year payable in monthly installments of \$7.50 or in advance on July 1st of each year; HOWEVER, at the option of TEXAS GULF INDUSTRIES, INC., its successors, assigns or nominees, this fee may be increased if necessary, but may not be increased to more than \$180.00 per year or \$15.00 per month per lot.

(C) All "Reserves" are exempted from maintenance fees UNLESS otherwise specified in the deed.

- (D) All past due maintenance fee charges shall bear interest from their due date at the rate of ten per cent (10%) per annum until paid. The obligation to pay such charges shall be a covenant running with the land, and to secure payment thereof, a Vendor's Lien is hereby retained by TEXAS GULF INDUSTRIES, INC., upon the property herein conveyed, which lien shall be subject and inferior, however, to any valid purchase money lien or construction money lien, or both, now or hereafter granted.
- (E) Such annual charges may be adjusted at any time on any lot by TEXAS GULF INDUSTRIES, INC. as may be required by any "Housing Authority" or "Regulating Agency" or "Governmental Agency" to meet any requirements or rules of such agencies.
- (F) Such fees shall be payable to and disbursed by TEXAS GULF INDUSTRIES, INC., its successors, assigns, or nominees.
- (G) Funds arising from such charge shall be applied, so far as sufficient, toward the common good of the community, civic betterment, municipal, educational and public recreational purposes (but not by way of limitation) as follows:
- (1) To promote the social welfare of the community and of the citizens of ROMAN FOREST, SECTION IV.
  - (2) To promote and/or provide municipal services and educational and public recreational service and facilities for residents of ROMAN FOREST, SECTION IV.
  - (3) To acquire, maintain and conduct buildings and property for public services and educational and recreational facilities.
  - (4) To do any other thing necessary or desirable or of general benefit to the community, including (but not by way of limitation) the following:  
 Street lighting (monthly charge as hereinabove stated), parkway maintenance, mosquito abatement, police service, fire protection, maintenance of lakes, golf course, clubhouse, etc., street sweeping and maintenance, parks and public grounds maintenance, community recreation, negotiation of contracts for garbage and refuse removal (which services will be billed directly to each property owner separate from and in addition to the community service charge), and the enforcement of restrictions upon the use of property in ROMAN FOREST, SECTION IV.

19. DURATION OF RESTRICTIONS

These restrictions shall remain in full force and effect for the primary period of thirty (30) years from the date hereof, indicated below; and thereafter shall be automatically renewed for additional successive periods of ten (10) years each unless the owners of at least 51% of the lots in the Subdivision shall, by instrument in writing duly placed of record, elect to terminate or amend these restrictions and the force and effect thereof.



20. MISCELLANEOUS PROVISIONS

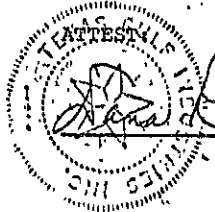
All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon the purchaser or his successors, heirs and assigns.

Invalidation of any one of the covenants or restrictions by judgment of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every lot therein and shall be taken and deemed as covenants running with the land, and when such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations as are contained herein, and also such limitations as are shown on the map or plat of ROMAN FOREST, SECTION IV, Montgomery County, Texas, and said restrictions, covenants, conditions, easements and reservations and limitations shall be of the same force and effect as if they were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements, and restrictions as herein stated and set forth.

Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain or prevent such violation or proposed violations by an injunction, either prohibitory or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the owner of any of said lots or by TEXAS GULF INDUSTRIES, INC., or its successors, assigns or nominees.

IN WITNESS WHEREOF, TEXAS GULF INDUSTRIES, INC., a Texas corporation, has caused these presents to be executed by its President and attested by its Secretary, all thereunto duly authorized, on this the 6th day of March, A.D., 1972.



TEXAS GULF INDUSTRIES, INC.

*R. Morris*  
Secretary

*Robert D. Darnell*  
President

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert D. Darnell, known to me to be the person whose name is subscribed to the foregoing instrument as President of Texas Gulf Industries, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and the capacity therein set forth and stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 6th day of March, A.D., 1972.



*Jackie Vacker*  
Notary Public in and for  
Harris County, TEXAS  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1974

Filed for Record at 2 o'clock P.M. March 7, 1972 ROY HARRIS  
Clerk County Court, Montgomery Co., Texas - Sp. 11-2-72

297022

VOL 785 PAGE 515

DEEDS

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TEXAS GULF INDUSTRIES, INC., a Texas corporation, is the owner of all that certain real property comprising "ROMAN FOREST, SECTION V" herein sometimes referred to as Subdivision, according to the map or plat thereof recorded in Volume 10, page 44 of the Plat Records of Montgomery County, Texas, to which map or plat and its record thereof reference is here made for full and particular description of said real property; and,

WHEREAS, TEXAS GULF INDUSTRIES, INC., in its desire to keep the development of said real property for the mutual benefit and pleasure of the owners in said subdivision, and for the protection of such property values therein, desires to place on and against said property certain protective covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT TEXAS GULF INDUSTRIES, INC., a Texas corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the lots located in said "ROMAN FOREST, SECTION V", owned by the undersigned, including the dedicated roads, avenues, streets and waterways therein as follows:

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot, property or area in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing by TEXAS GULF INDUSTRIES, INC., or such architectural control committee as may be established, as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to the location of the building, and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out.

In the event said TEXAS GULF INDUSTRIES, INC., or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and 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 will be deemed to be fully complied with. Notice of disapproval shall be by delivery in person or by registered letter, addressed to Purchaser's last known address, and which said notice will set forth in detail the elements disapproved and the reason therefor. Such notice need not, however, contain any suggestions as to the methods of correcting the matters and things disapproved. The judgment of the supervising authority or committee shall in all things be final.

2. UNRESTRICTED LOTS

Except for the provisions above providing for architectural control and any restrictions that may be placed upon them by Deed, the following lots and reserves shall be UNRESTRICTED:

Lots 18 thru 42 in Block 4  
Reserves R-1 through R-30  
Lots 1 through 10 in Block 2  
Lots 1 through 11 in Block 3  
Lots 1, 2, 87 and 88 in Block 12  
Lots 1 and 2 in Block 14  
Lots 3 through 40 in Block 12

Notwithstanding anything contained in Paragraphs 2 and 3 to the contrary no portion of the real property included within "ROMAN FOREST, SECTION V", shall be used or utilized for the operation of a retail store which devotes more than 2,400 square feet of the total gross building area thereof, to the sale of food items for off premises consumption.

Notwithstanding anything contained in Paragraphs 2 and 3 to the contrary, no portion of the real property included within "ROMAN FOREST, SECTION V", shall be used or utilized for the purpose or operation of a medical clinic.

3. RESIDENTIAL LOTS

Except for the lots and reserves described in Paragraph 2 above, all lots in said "ROMAN FOREST, SECTION V" shall be known and designated as "residential lots" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

A. USE. No dwelling shall be erected, placed or permitted to remain on any of said lots other than a single residence, designated and constructed for use by a single family, together with such servants' quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotels, tourist courts or tourist cottages or a place of abode for transient persons.

(1) No dwelling shall be erected on Lots 1 through 12 in Block 4; Lots 1 through 8 in Block 5; Lots 1 through 15 in Block 6; Lots 9 through 20 in Block 8; Lots 44, 45, 46, 56 and 57 through 83 in Block 11; Lots 12 and 13 in Block 14; Lots 1 through 7 in Block 15; Lots 1 through 8 in Block 16; Lots 1 through 10 in Block 17 and Lots 1 through 7 in Block 18 unless the same shall have an exterior area of not less than 2200 square feet; provided further that one and one half story houses shall contain at least 1500 square feet on the ground floor and contain a total of at least 2200 square feet; provided further that two story houses shall contain at least 1400 square feet on the ground floor and contain a total of at least 2200 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.

(2) Except for the areas listed under Unrestricted Lots in Paragraph 2 above and all of the lots listed in Paragraph 3(A) under (1) above, no dwelling shall be erected on any lot in the subdivision unless the same shall have an exterior area of not less than 2000 square feet; provided further that one and one half story houses shall contain at least 1400 square feet on the ground floor and contain a total of at least 2000 square feet; provided further that two story houses shall contain at least 1200 square feet on the ground floor and contain a total of at least 2000 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages. However, upon the express prior written approval of TEXAS GULF INDUSTRIES, INC., a dwelling may be erected on the above described lots covered by this paragraph which has less than 2000 square feet, but in no event shall such dwelling contain less than 1700 square feet.

(3) No building or structure shall be occupied or used until the exterior thereof is completely finished. No building may be erected between the building lines as shown on the recorded plat and the street. No building shall be erected nearer than 20 feet to any side street lot line or nearer than 10 feet to any interior lot line. No trees may be cut on any tract without the written consent of seller unless the property is paid in full.

(4) No building shall be constructed on any lot nearer than 50 feet from any property line coincident with Reserves R-7, R-8, R-11 and R-16, without the prior written approval of TEXAS GULF INDUSTRIES, INC., or such architectural control committee as may be established.

(5) All residences in this subdivision are to have at least a two car enclosed garage or a two car enclosed non-attached garage.

(B) **CONSTRUCTION.** All residences shall be at least 51% masonry unless otherwise approved in writing by TEXAS GULF INDUSTRIES, INC. or such Architectural Control Committee as may be established. Only new construction materials shall be used except for used brick. No concrete blocks shall be used in said construction and all buildings shall be built on a slab or solid concrete beam foundation. In no event shall any house or building be moved on any lot or lots in said subdivision. All exterior construction of any kind and character, be it the primary residence, garage, porches or appendages thereto, shall be completed in six (6) months after the pouring of the slab. All interior construction of any kind and character, shall be completed within nine (9) months after the pouring of the slab. The interior construction shall include, but not be limited to, all electrical outlets in place, and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings and doors completed and covered by paint, wallpaper, paneling, etc., and all floors covered by carpet, tile, etc. All residences on lots described in (1) and (2) of Paragraph 3 above, shall have roofs constructed of all wood shingles.

(C) No boats or trailers shall be permitted to be parked in front of any residential buildings.

4. **GARBAGE AND TRASH DISPOSAL**

Garbage and trash shall be disposed of at least once a week. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right of way.

5. **NUISANCES**

No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not be limited to: A truck larger than three-quarter ton parked on lots or roads or permanently kept on property; any motor vehicle not properly licensed by the State of Texas; junk or wrecking yards; automobiles, trucks or other vehicles used for parts.

6. **EASEMENTS**

An easement is reserved over and across all lots in the subdivision as indicated on the recorded plat for the purpose of installing, preparing and maintaining, and is hereby conveyed to the proper parties (including Texas Gulf Industries, Inc., water, drainage, sewage, telephone and utility companies or municipal authorities) so that they may install, repair and maintain electric power, water, sewage, drainage, gas and telephone services for the lots in the subdivision, and all contracts, deeds and conveyances of any of said lots or portion thereof are hereby made subject to this easement.

7. **TEMPORARY STRUCTURES AND RESIDENCES**

No trailer, tent, shack, barn or other out building or structure shall

be moved upon or built upon any lot in this subdivision nor shall any garage or other out building be used as a temporary or permanent residence in this subdivision.

8. ANIMALS

No horses, cows, poultry or livestock of any kind other than house pets may be kept on said property. No lot in this subdivision shall be used for the commercial breeding and feeding of any animals or birds.

9. FENCES AND PLANTS

No fence or wall shall be located between the Street and the Building lines as shown on the recorded plat. All fences built of lumber shall be painted with at least two coats of paint or stain and maintained so as to appear neat and presentable at all times. No fences or walls shall be erected on any lot line coincident with Reserves R-7, R-8, R-11 and R-16, or within 50 feet thereof, unless the same shall be approved in writing by TEXAS GULF INDUSTRIES, INC., or its nominees or assigns.

10. SIGNS

No signs of any kind shall be displayed to the public view on any tract or lot except one sign advertising the property for sale by TEXAS GULF INDUSTRIES, INC., or signs used by a builder to advertise the property during the construction and sales period.

11. ACCESS

No driveways or roadways may be constructed on any lot in this subdivision that will furnish access to any adjoining lots or property without the express written consent of TEXAS GULF INDUSTRIES, INC.

12. DRIVEWAYS

All driveways must be paved before any new house may be occupied in this subdivision. All parking lots and driveways must be paved before used by any commercial business in this subdivision. No garages shall be permitted to open directly onto Roman Forest Blvd. and Appian Way. All garages on lots fronting on Roman Forest Blvd. and Appian Way must open either toward the back or toward the side of the lot.

13. CULVERTS

The size and construction of all drain tiles or culverts in any drainage ditch (including road ditches) in ROMAN FOREST, SECTION V, must be approved by TEXAS GULF INDUSTRIES, INC., or its nominees or assigns, and in no event shall any such drain tile or culverts have an inside diameter of less than 18 inches.

14. UTILITIES

Each and every residence shall be required to connect to the water and sewer lines as soon as they are made available.

There is hereby levied a separate charge of fifty (50¢) cents per month to be collected from each and every user of electricity in ROMAN FOREST, SECTION V. Said monthly charge shall be collected from each user by Gulf States Utilities Company along with the user's regular charges for electricity.

The following listed lots are located in ROMAN FOREST PUBLIC UTILITY DISTRICT NO. 6:

Lots 43 through 51 in Block 4  
Lots 60 through 88 in Block 12  
Lots 1 through 20 in Block 13

Each of these lots is hereby subjected to a monthly "stand-by charge" in the amount of \$7.50 per month in favor of and payable to ROMAN FOREST PUBLIC UTILITY DISTRICT NO. 6. Such charge shall be due and payable on the first day of each month for and during the period commencing on the first day of the month following the date upon which water and sewer service is available at the property line of such lot, and ending on the 1st day of the month preceding the date upon which water and sewer use charges become due and payable to said District for water and sewer service supplied to such lot. To secure the payment of such "stand-by charge" established hereby, a lien upon each such lot is hereby granted to said District, and there shall be reserved in each deed, which shall convey such lot or any part thereof, a lien for the benefit of said District, said liens to be enforceable through appropriate proceedings in law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance or request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. The lien referred to herein shall be deemed to have been reserved in any deed to any lot or any part thereof whether or not the same shall be specifically reserved or not.

15. RESUBDIVISION

No lot may be resubdivided without the written approval of TEXAS GULF INDUSTRIES, INC., its nominees or assigns.

16. FIREARMS

The use or discharge of firearms is expressly prohibited within the subdivision.

17. MATERIALS STORED ON LOTS

No building material or debris of any kind shall be placed or stored upon any lot except during construction.

18. MAINTENANCE FUND

(A) Except for Lots 1 through 12 in Block 4; Lots 1 through 8 in Block 5; Lots 1 through 15 in Block 6; Lots 9 through 20 in Block 8; Lots 44, 45, 56 and 57 through 83 and 46 in Block 11; Lots 12 and 13 in Block 14; Lots 1 through 7 in Block 15; Lots 1 through 8 in Block 16; Lots 1 through 10 in Block 17 and Lots 1 through 7 in Block 18 and all Unrestricted Lots hereinabove listed, each lot sold shall be subject to an annual maintenance fee of \$60.00 per year, payable in monthly installments of \$5.00 or in advance on July 1st each year; HOWEVER, at the option of TEXAS GULF INDUSTRIES, INC., its successors, assigns or nominees, this fee may be increased if necessary, but may not be increased to more than \$140.00 per year or \$10.00 per month per lot.

- (B) Lots 1 through 12 in Block 4; Lots 1 through 8 in Block 5; Lots 1 through 15 in Block 6; Lots 9 through 20 in Block 8; Lots 44, 45, 46 and 56 through 83 in Block 11; Lots 12 and 13 in Block 14; Lots 1 through 7 in Block 15; Lots 1 through 8 in Block 16; Lots 1 through 10 in Block 17 and Lots 1 through 7 in Block 18 shall be subject to an annual maintenance fee of \$90.00 per year payable in monthly installments of \$7.50 or in advance on July 1st each year; HOWEVER, at the option of TEXAS GULF INDUSTRIES, INC., its successors, assigns or nominees, this fee may be increased if necessary, but may not be increased to more than \$180.00 per year or \$15.00 per month per lot.
- (C) All "Reserves" are exempted from maintenance fees UNLESS otherwise specified in the deed.
- (D) All past due maintenance fee charges shall bear interest from their due date at the rate of ten per cent (10%) per annum until paid. The obligation to pay such charges shall be a covenant running with the land, and to secure payment thereof, a Vendor's Lien is hereby retained by TEXAS GULF INDUSTRIES, INC., upon the property herein conveyed, which lien shall be subject and inferior, however, to any valid purchase money lien or construction money lien, or both, now or hereafter granted.
- (E) Such annual charges may be adjusted at any time on any lot by TEXAS GULF INDUSTRIES, INC. as may be required by any "Housing Authority" or "Regulating Agency" or "Governmental Agency" to meet any requirements or rules of such agencies.
- (F) Such fees shall be payable to and disbursed by TEXAS GULF INDUSTRIES, INC., its successors, assigns or nominees.
- (G) Funds arising from such charge shall be applied, so far as sufficient, toward the common good of the community, civic betterment, municipal, educational and public recreational purposes (but not by way of limitation) as follows:
- (1) To promote the social welfare of the community and of the citizens of ROMAN FOREST, SECTION V.
  - (2) To promote and/or provide municipal services and educational and public recreational service and facilities for residents of ROMAN FOREST, SECTION V.
  - (3) To acquire, maintain and conduct buildings and property for public services and educational and recreational facilities.
  - (4) To do any other thing necessary or desirable or of general benefit to the community, including (but not by way of limitation) the following:  
Street lighting (monthly charge as hereinabove stated), parkway maintenance, mosquito abatement, police service, fire protection, maintenance of lakes, golf course, clubhouse, etc., street sweeping and maintenance, parks and public grounds maintenance, community recreation, negotiation of contracts for garbage and refuse removal (which services will be billed directly to each property owner separate from and in addition to the community service charge), and the enforcement of restrictions upon the use of property in ROMAN FOREST, SECTION V.

19. DURATION OF RESTRICTIONS

These restrictions shall remain in full force and effect for the primary period of thirty (30) years from the date hereof, indicated below; and thereafter shall be automatically renewed for additional successive periods of ten (10) years each unless the owners of at least 51% of the lots in the Subdivision shall, by instrument in writing duly placed of record, elect to terminate or amend these restrictions and the force and effect thereof.

20. MISCELLANEOUS PROVISIONS

All covenants and restrictions are for the benefit of the entire subdivision and shall be binding upon the purchaser or his successors, heirs and assigns.

Invalidation of any one of the covenants or restrictions by judgment of any court shall in no way effect any of the other provisions which shall remain in full force and effect.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every lot therein and shall be taken and deemed as covenants running with the land, and when such lot or lots are conveyed the same shall be conveyed subject to such restrictions and reservations as are contained herein, and also such limitations as are shown on the map or plat of ROMAN FOREST, SECTION V, Montgomery County, Texas, and said restrictions, covenants, conditions, easements and reservations and limitations shall be of the same force and effect as if they were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements, and restrictions as herein stated and set forth.

Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain or prevent such violation or proposed violations by an injunction, either prohibitory or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the owner of any of said lots or by TEXAS GULF INDUSTRIES, INC., or its successors, assigns or nominees.

IN WITNESS WHEREOF, TEXAS GULF INDUSTRIES, INC., a Texas corporation, has caused these presents to be executed by its President and attested by its Secretary, all thereunto duly authorized, on this the 31st day of August, A.D. 1972.



[Signature]  
Secretary

TEXAS GULF INDUSTRIES, INC.  
[Signature]  
President

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Robert D. Darneil, known to me to be the person whose name is subscribed to the foregoing instrument as President of Texas Gulf Industries, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.



WITNESSED UNDER MY HAND AND SEAL OF OFFICE THIS THE 31st day of August, 1972.

[Signature]  
Notary Public, Harris County, Texas.

Filed for Record at 11 o'clock A.M. 9/1/72 ROY HARRIS  
Clerk County Court, Montgomery Co., Texas. By [Signature] Deputy



320003

DECLARATION OF COVENANTS AND RESTRICTIONS  
ROMAN FOREST SECTION VITHE STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TEXAS GULF INDUSTRIES, INC., a Texas corporation, is the owner of all that certain real property comprising "ROMAN FOREST, SECTION VI," herein referred to as "the Subdivision", according to the map or plat thereof recorded in Volume 11, Page 4 of the Plat Records of Montgomery County, Texas, to which map or plat and the record thereof reference is here made for a full and particular description of said real property; and,

WHEREAS, TEXAS GULF INDUSTRIES, INC., in its desire to keep the development of the Subdivision for the mutual benefit and pleasure of the owners in the Subdivision, and for the protection of the property values therein, desires to place on and against the Subdivision certain protective covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT TEXAS GULF INDUSTRIES, INC., a Texas corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use of, and/or improvements situated on, the property comprising the Subdivision, including the dedicated roads, avenues, streets and waterways therein as follows (for the purposes of this Declaration, the term "Lot" shall mean and refer to the lots shown on the recorded plat of the Subdivision and the term "Reserve" shall mean and refer to the reserves shown on the recorded plat of the Subdivision):

## 1. ARCHITECTURAL CONTROL

A. Because certain of the Lots in the Subdivision are situated adjacent to the San Jacinto River, Texas Gulf Industries, Inc. has caused independent engineers to determine the elevations reached by the highest historical flood of the San Jacinto River, which occurred in 1940. Based on the data provided by such engineers, Texas Gulf Industries, Inc. has determined that the safety and well being of the Lot owners and their property would be served best by restricting construction which would result in any portion of any residential structure on any Lot in the Subdivision having a floor elevation lower than the applicable highest historical flood level, as follows:

(1) The floor elevation of all portions of any residential structure built, placed, constructed, reconstructed or altered on any of the Lots enumerated below, which are to be devoted to use as living area, shall be not less than the elevation above mean sea level ("msl") set forth opposite the description of such Lot below:

<u>Block/Lot</u>	<u>Elevation (in feet)</u>
<u>Block 1</u>	
Lots 85 through 106	87.6 msl
Lots 107 through 118	86.9 msl
Lots 119 through 122	86.2 msl
<u>Block 10</u>	
Lots 17 through 27	86.9 msl
<u>Block 12</u>	
Lots 7 through 14	86.2 msl
<u>Block 13</u>	
Lots 18 and 19	85.5 msl

<u>Block 14</u>	
Lots 5 through 8 and 12 through 14	85.5 msl
Lots 9 through 11	84.7 msl
<u>Block 15</u>	
Lots 4 through 16 and 32 through 36	86.2 msl
Lots 17 through 23 and 26 through 31	85.5 msl
<u>Block 16</u>	
Lots 1 through 7	86.9 msl
Lots 8 through 28	86.2 msl
<u>Block 17</u>	
Lots 2 through 19 and 78 through 86	87.6 msl
Lots 1, 20 through 31, 39 through 77 and 87 through 91	86.9 msl
Lots 32 through 38	86.2 msl
<u>Block 18</u>	
Lots 2 through 6	87.6 msl
Lots 1 and 7 through 18	86.9 msl
<u>Block 19</u>	
Lots 28 through 46	86.2 msl
Lots 15 through 27	85.5 msl
Lots 1 through 14	84.7 msl

## UNLESS,

a. the portion of such residential structure to be devoted to use as living area, and which will have floor elevation(s) lower than the applicable minimum elevation set forth above, specifically shall be designed to withstand, and all materials (structural, finishing and all others) incorporated into such design, as evidenced by the plans and specifications submitted as provided below, shall have the capacity to withstand exposure to and inundation by rising waters, and shall be of such nature as not to be significantly affected by such exposure and inundation; and

b. Texas Gulf Industries, Inc. or such Architectural Control Committee or other entity as then shall have proper authority to administer the architectural control provisions of this Declaration shall have given its express prior written approval of such design and materials to be incorporated therein.

(2) All portions of any such residential structure to be devoted to use other than as living area, and which will have floor (or slab) elevation(s) lower than the applicable minimum elevation set forth above specifically shall be designed to withstand, and all materials (structural, finishing and all others) incorporated into such design, as evidenced by the plans and specifications submitted as provided below, shall have the capacity to withstand exposure to and inundation by rising waters, and shall be of such nature as not to be significantly affected by such exposure and inundation.

(3) No electrical wiring (unless encased in waterproof conduit), outlets, fixtures, switches, meters, fuses, circuit breakers or other similar elements of any electrical

service system; plumbing drains, outlets, heads, fixtures or other similar openings to the plumbing system; built-in mechanical devices; built-in appliances or the like shall be attached to or situated in or on any residential structure constructed on any Lot enumerated above at any point less than one (1) foot above the minimum elevation applicable to such Lot as set forth above.

(4) For the purposes hereof, the term "devoted to use as living area" shall mean and refer to that portion of such residential structure which is to be utilized as living quarters by the residents therein (e.g., bedrooms, kitchens, dining rooms, bathrooms, living or family rooms, dens, studies and the like), but not including attached garages, utility rooms, workshops and the like which are not used as living quarters by the residents therein. The determination as to which portions of the proposed structure will be devoted to use as living area, and the acceptability of any submitted design (and the materials to be incorporated therein) for the purpose of constructing a portion of a residence below the applicable minimum elevation, shall be made by Texas Gulf Industries, Inc. or such Architectural Control Committee, based on the plans, specifications and other detail submitted, and its judgment in such matters shall be conclusive.

B. No building, structure, fence, wall, or other improvements shall be commenced, erected, placed, reconstructed or maintained upon any Lot or other portion of the Subdivision, nor shall any exterior addition to or change or alteration therein be made, until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the Lot, and as to harmony of external design or location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines), by Texas Gulf Industries, Inc., or such Architectural Control Committee as may be established. The submitted plans and specifications shall specify, in such form as Texas Gulf Industries, Inc. or such Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing detail (including relationship to minimum elevations, if applicable), and the nature, kind, shape, height, exterior color scheme, type of materials to be incorporated into, and location of the proposed improvements or alterations thereto. In addition, each Owner of any Lot enumerated above in A. shall submit to Texas Gulf Industries, Inc., or such Architectural Control Committee as shall be established, prior to commencement of construction or erection of any residential structure on any such Lot, together with the plans, specifications and other data herein required, a certificate from a registered professional engineer certifying, in such form as may be required by Texas Gulf Industries, Inc. or such Architectural Control Committee, the elevation above mean sea level of all floors in such proposed residential structure relative to and based on such submitted plans and specifications and proposed location of such structure on the Lot. Such certification shall relate the certified floor elevations to the specific rooms, garages, porches and appurtenances to such residential structure as shown by such plans and specifications.

C. In the event Texas Gulf Industries, Inc., or said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required; provided however, that the failure of Texas Gulf Industries, Inc. or said Architectural Control Committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed, reconstructed or maintained on any Lot or Reserve in the Subdivision in a manner inconsistent with any provision of this Declaration.

D. Without limitation of the powers herein granted, Texas Gulf Industries, Inc. or such Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement on any portion of the Subdivision. Texas Gulf Industries, Inc. or such Architectural Control Committee shall have the right to adopt and specify from time to time, a limited number of types of design and/or materials which shall be acceptable for use in those portions of any such residential structure the floor elevations of which are lower than the applicable minimum elevation set forth above. Provided however, that any such specification of acceptable designs, materials or finishes shall be for advisory purposes only and shall not be determinative of the approval of any submitted plans and specifications by Texas Gulf Industries, Inc. or such Architectural Control Committee. Further, Texas Gulf Industries, Inc. shall have the right to specify requirements for each Lot as follows: minimum setbacks; the location, height, and extent of fences, walls, or other screening devices; and the orientation of the residential structure with respect to garage access and major entry and frontage.

E. Texas Gulf Industries, Inc. or such Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction or architectural design or materials requirements, that do not comply with the elevation restrictions herein, or that might not be compatible, in its sole discretion, with the design or overall character and aesthetics of the Subdivision.

2. UNRESTRICTED LOTS

Except for the provisions set forth in Section 1. above providing for architectural control, the following provisions of this Section 2, and any restrictions that may be imposed upon them subsequently by Deed, Reserves R-1 through R-17 shall be UNRESTRICTED, and the provisions of Sections 3 through 18 hereof shall not apply thereto. Notwithstanding anything contained in this Declaration to the contrary:

A. No portion of the real property included within the Subdivision shall be used or utilized for the operation of a retail store which devotes more than 2,400 square feet of the total gross building area thereof, to the sale of food items for off-premises consumption; and

B. No portion of the real property included within the Subdivision shall be used or utilized for the purpose of operation of a medical clinic.

3. RESIDENTIAL LOTS

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All Lots in the Subdivision shall be known and designated as "residential lots" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

A. USE. No dwelling shall be erected, placed or permitted to remain on any of said Lots other than a single residence, designated and constructed for use by a single family, together with such servants' quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residence as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate Lots be advertised for use or used as hotels, tourist courts or tourist cottages or a place of abode for transient persons.

(1) No dwelling shall be erected on Lots 103 through 122 in Block 1; Lot 20 in Block 7; Lots 20 through 31 in Block 9; Lots 1 through 22 in Block 10; Lot 1 in Block 11; Lots 9 through 14 in Block 14; Lots 15 through 21 in Block 15; Lots 1 through 16 in Block 16; Lots 33 through 56 in Block 17; and Lots 1 and 15 through 46 in Block 19 unless the same shall have an exterior area of not less than 2,200 square feet; provided however, that one and one-half story houses erected on such Lots shall contain at least 1,500 square feet on the ground floor and contain a total of at least 2,200 square feet and two-story houses erected on such Lots shall contain at least 1,400 square feet on the ground floor and contain a total of at least 2,200 square feet (unless such Lot is one of the Lots enumerated in Section 1.A. above, in which event, the minimum ground floor area provided herein shall not be applicable to the dwelling constructed thereon); and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.

(2) Except for the Lots listed in Subsection 3.A. (1) above, no dwelling shall be erected on any Lot in the Subdivision unless the same shall have an exterior area of not less than 1,700 square feet; provided however, that one and one-half story houses erected on such Lots shall contain at least 1,200 square feet on the ground floor and contain a total of at least 1,700 square feet and two-story houses erected on such Lots shall contain at least 1,100 square feet on the ground floor and contain a total of at least 1,700 square feet (unless such Lot is one of the Lots enumerated in Section 1.A. above, in which event, the minimum ground floor area provided herein shall not be applicable to the dwelling constructed thereon); and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.

(3) No building or structure shall be occupied or used until the exterior thereof is completely finished. No building may be erected between the building lines as shown on the recorded plat and the street. No building shall be erected nearer than 20 feet to any side street lot line or nearer than 10 feet to any interior lot line.

(4) All residences erected on the Lots in the Subdivision shall have at least a two car enclosed attached garage or a two car enclosed non-attached garage.

B. **CONSTRUCTION.** All residences erected on the Lots in the Subdivision shall be at least 51% masonry unless otherwise approved in writing by Texas Gulf Industries, Inc., or such Architectural Control Committee as may be established. Only new construction materials shall be used except for used brick, and all buildings shall be built on a slab or solid concrete beam foundation. In no event shall any house or building be moved on any Lot or Lots in the Subdivision. All exterior construction of any kind and character, be it primary residence, garage, porches or appendages thereto, shall be completed not later than six (6) months following the commencement of construction. All interior construction of any kind and character shall be completed not later than nine (9) months following the commencement of construction of such structure. The interior construction shall include, but not be limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by carpet, tile, or similar floor coverings. All structures situated on Lot 20 in Block 7; Lots 20 through 31 in Block 9; Lots 1 through 22 in Block 10; Lot 1 in Block 11; Lots 9 through 14 in Block 14; Lots 15 through 21 in Block 15; Lots 1 through 16 in Block 16; Lots 33 through 56 in Block 17; and Lots 1 and 15 through 43 in Block 19 shall have roofs constructed of all wood shingles. All structures situated on all other Lots in the Subdivision shall have wood, composition or built-up roofs.

4. **GARBAGE AND TRASH DISPOSAL**

Garbage and trash shall be disposed of at least once a week. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right-of-way.

5. **NUISANCES**

No noxious or offensive trade or activity shall be carried on or maintained on any Lot in the Subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not be limited to: A truck larger than three-quarter ton parked on Lots or roads or permanently kept on property; any motor vehicle not properly licensed by the State of Texas; junk or wrecking yards, automobiles, trucks or other vehicles used for parts.

6. **EASEMENTS**

An easement is reserved over and across all Lots in the Subdivision as indicated on the recorded plat for the purpose of installing, preparing and maintaining, and is hereby conveyed to the proper parties (including Texas Gulf Industries, Inc., water, drainage, sewage, telephone and utility companies or municipal authorities) so that they may install, repair and maintain electric power,

water, sewage, drainage, gas and telephone services for the Lots in the Subdivision, and all contracts, deeds and conveyances of any of said Lots or portion thereof are hereby made subject to this easement.

7. TEMPORARY STRUCTURES AND RESIDENCES

No trailer, tent, shack, barn or other out-building or structure shall be moved upon or built upon any Lot in the Subdivision nor shall any garage or other out-building be used as a temporary or permanent residence in the Subdivision.

8. ANIMALS

No horses, cows, poultry or livestock of any kind other than house pets may be kept on any Lot, except that horses may be kept on any Lot which is in excess of one (1) acre in area so long as the number of horses kept thereon does not exceed one (1) horse for each one (1) acre of area contained in such Lot. Two (2) or more Lots may not be combined for the purpose of meeting the minimum one (1) acre requirement set forth herein, unless each such Lot is in excess of one (1) acre in area. Any such Lot on which horses are kept as permitted herein shall be properly fenced or a suitable corral or other enclosure erected thereon to prevent such horses from entering adjacent Lots. The plans and specifications for any such fence or corral and any barn or other outbuilding associated with the keeping of such horses shall be submitted to Texas Gulf Industries, Inc. or such Architectural Control Committee as may be established, as required in Section 1 hereof, prior to commencing construction thereof. All such barns, corrals or other outbuildings shall be kept and maintained in a clean and sanitary condition at all times. No Lot in the Subdivision shall be used for the commercial breeding or feeding of any animals or birds.

9. FENCES AND PLANTS

No fences or walls shall be located between the street and the building lines as shown on the recorded plat of the Subdivision. All fences built of lumber shall be painted with at least two coats of paint or stain and maintained so as to appear neat and presentable at all times.

10. SIGNS

No signs of any kind shall be displayed to the public view on any Lot except one sign advertising the property for sale by Texas Gulf Industries, Inc., or signs used by a builder to advertise the Lot for sale during the construction and sales period.

11. ACCESS

No driveways or roadways may be constructed on any Lot in the Subdivision that will furnish access to any adjoining Lots or property without the express written consent of Texas Gulf Industries, Inc.

12. DRIVEWAYS

All driveways on any Lot must be paved before any residence on such Lot may be occupied. No garages shall be permitted to open directly onto Roman Forest Blvd. or Appian Way, but must open either toward the back or toward the side of the Lot.

13. CULVERTS

The size and construction of all drain tiles or culverts in any drainage ditch (including road ditches) in the Subdivision must be approved by Texas Gulf Industries, Inc., or its nominee, and in no event shall any such drain tile or culvert have an inside diameter of less than 18 inches.

14. UTILITIES

Each and every residence shall be required to connect to the water and sewer lines as soon as they are made available.

There is hereby levied a separate charge of fifty cents (\$0.50) per month to be collected from each and every user of electricity in the Subdivision. Said monthly charge shall be collected from each user by Gulf States Utilities Company along with the user's regular charges for electricity.

All Lots in the Subdivision except Lots 1 through 52 in Block 1; All Lots in Blocks 2, 3, 4 and 5; Lots 1 through 11 and 27 through 40 in Block 6; Lots 1 through 17 in Block 7; Lots 1, 2, 3 and 9 in Block 14; and All Lots in Blocks 20, 21, 22, 23 and 24 are situated in Roman Forest Public Utility District No. 6 and are hereby subjected to a monthly "stand-by charge" in the amount of \$7.50 per month per Lot in favor of and payable to ROMAN FOREST PUBLIC UTILITY DISTRICT NO. 6. Such charge shall be due and payable on the first day of each month for and during the period commencing on the first day of the month following the date upon which water and sewer service is available at the property line of such Lot, and ending on the 1st day of the month preceding the date upon which water and sewer use charges become due and payable to said District for water and sewer service supplied to such Lot. To secure the payment of such "stand-by charge" established hereby, a lien upon each such Lot is hereby granted to said District, and there shall be reserved in each deed, which shall convey such Lot or any part thereof, a lien for the benefit of said District, said liens to be enforceable through appropriate proceedings in law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens securing amounts due or to become due under any term Contract of Sale dated or any mortgage, vendor's lien or deed of trust filed for record, prior to the date payment of such charges become due and payable, and to all liens, present and future, given, granted, and created by or at the instance or request of the owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot on which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Registered Mail, to contain the statement of the delinquent standby charge upon which the proposed action is based. Upon the request of any such first mortgage lien holder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the



holder thereof. The lien referred to herein shall be deemed to have been reserved in any deed to any Lot or any part thereof whether or not the same shall be specifically reserved or not.

15. RESUBDIVISION

No Lot may be resubdivided without the written approval of Texas Gulf Industries, Inc., or its nominee.

16. FIREARMS

The use or discharge of firearms is expressly prohibited within the Subdivision.

17. MATERIALS STORED ON AND IN FRONT OF LOTS

No building material or debris of any kind shall be placed or stored upon any Lot except during construction. No boats or trailers shall be permitted to be parked in front of any Lot or on any Lot in front of any residential structure.

18. MAINTENANCE FUND

A. Except for Lot 20 in Block 7; Lots 20 through 31 in Block 9; Lots 1 through 22 in Block 10; Lot 1 in Block 11; Lots 9 through 14 in Block 14; Lots 15 through 21 in Block 15; Lots 1 through 16 in Block 16; Lots 33 through 56 in Block 17; and Lots 1 and 15 through 43 in Block 19, each Lot shall be subject to an annual maintenance fee of \$60.00 per year, payable in monthly installments of \$5.00 or in advance on July 1st each year; HOWEVER, at the option of Texas Gulf Industries, Inc., its successors, assigns or nominees, this fee may be increased, if necessary, but may not be increased to more than \$120.00 per year or \$10.00 per month per Lot.

B. Lot 20 in Block 7; Lots 20 through 31 in Block 9; Lots 1 through 22 in Block 10; Lot 1 in Block 11; Lots 9 through 14 in Block 14; Lots 15 through 21 in Block 15; Lots 1 through 16 in Block 16; Lots 33 through 56 in Block 17; and Lots 1 and 15 through 43 in Block 19 shall each be subject to an annual maintenance fee of \$90.00 per year payable in monthly installments of \$7.50 or in advance on July 1st each year; HOWEVER, at the option of Texas Gulf Industries, Inc., its successors, assigns or nominees, this fee may be increased if necessary, but may not be increased to more than \$180.00 per year or \$15.00 per month per Lot.

C. All Reserves in the Subdivision are exempted from maintenance charges UNLESS otherwise specified by deed.

D. All past due maintenance fee charges shall bear interest from their due date at the rate of ten per cent (10%) per annum until paid. The obligation to pay such charges shall be a covenant running with the land, and to secure payment thereof, a Vendor's Lien is hereby retained by Texas Gulf Industries, Inc., upon each Lot in the Subdivision, which lien shall be subordinate and inferior, however, to:

(1) all liens for taxes or special assessments levied by the City, County, and State governments, or any political subdivision or special district thereof, and

(2) all liens securing amounts due or to become due under any term Contract of Sale dated, or any mortgage, vendor's lien, or deed of trust filed for record prior to, the date payment of any such charges or assessments become due and payable, and

(3) all liens, including, but not limited to, vendor's liens, deeds of trust, and other security instruments which secure any loan made by any lender to a Lot owner for any part of the purchase price of any Lot when the same is purchased from a builder or for any part of the cost of constructing, repairing, adding to, or remodeling the residence and appurtenances situated on any Lot.

E. Such annual charges may be adjusted at any time on any Lot by Texas Gulf Industries, Inc. as may be required by any "Housing Authority" or "Regulating Agency" or "Governmental Agency" to meet any requirements or rules of such agencies.

F. Such fees shall be payable to and disbursed by Texas Gulf Industries, Inc., its successors, assigns or nominees.

G. Funds arising from such charge shall be applied, so far as sufficient, toward the common good of the community, civic betterment, municipal, educational and public recreational purposes (but not by way of limitation) as follows:

(1) To promote the social welfare of the community and of the citizens of the Subdivision.

(2) To promote and/or provide municipal services and educational and public recreational service and facilities for residents of the Subdivision.

(3) To acquire, maintain and conduct buildings and property for public services and educational and recreational facilities.

(4) To do any other thing necessary or desirable or of general benefit to the community, including (but not by way of limitation) the following:

Street lighting (monthly charge as hereinabove stated), parkway maintenance, mosquito abatement, police service, fire protection, maintenance of lakes, golf course, clubhouse, etc., street sweeping and maintenance, parks and public grounds maintenance, community recreation, negotiation of contracts for garbage and refuse removal (which services will be billed directly to each property owner separate from and in addition to the maintenance charge), and the enforcement of restrictions upon the use of property in ROMAN FOREST, SECTION VI.

#### 19. DURATION OF RESTRICTIONS

These restrictions shall remain in full force and effect for the primary period of thirty (30) years from the date hereof, indicated below; and thereafter shall be automatically renewed for additional successive periods of ten (10) years each unless the owners of at least 51% of the Lots in the Subdivision shall, by instrument in writing duly placed of record, elect to terminate or amend these restrictions and the force and effect thereof.

20. MISCELLANEOUS PROVISIONS

All covenants and restrictions are for the benefit of the entire Subdivision and shall be binding upon the purchaser or his successors, heirs and assigns.

Invalidation of any one of the covenants or restrictions by judgment of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

All of the restrictions, easements and reservations herein provided and adopted as part of the Subdivision shall apply to each and every Lot therein and shall be taken and deemed as covenants running with the land, and when such Lot or Lots are conveyed the same shall be conveyed subject to such restrictions and reservations as are contained herein, and also such limitations as are shown on the map or plat of ROMAN FOREST, SECTION VI, Montgomery County, Texas, and said restrictions, covenants, conditions, easements and reservations and limitations shall be of the same force and effect as if they were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements, and restrictions as herein stated and set forth.

Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain or prevent such violation or proposed violations by an injunction, either prohibitory or mandatory, or to obtain any other relief authorized by law. Such enforcement may be by the owner of any of said Lots or by Texas Gulf Industries, Inc., or its successors, assigns or nominees.

Bank of the Southwest National Association, Houston, a national banking corporation with its banking quarters in Houston, Harris County, Texas, the owner and holder of the sole lien covering the Subdivision, has executed this Declaration to evidence its joinder in, consent to, and ratification of the imposition of the foregoing covenants, conditions and restrictions.

IN WITNESS WHEREOF, TEXAS GULF INDUSTRIES, INC., a Texas corporation, as Declarant herein and BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, as Lienholder, have executed this Declaration to be effective the 14th day of June, A. D., 1973.



Morris  
Secretary

TEXAS GULF INDUSTRIES, INC.

Robert B. Daniel  
President

ATTEST:



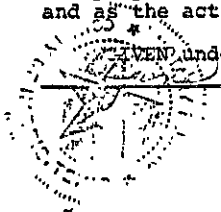
Arthur  
Asst. Cashier

BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

Carl  
Vice President  
Loan Officer

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

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

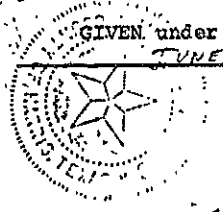


GIVEN under my hand and seal of office this the 6th day of \_\_\_\_\_, A. D., 1973.

Bessie J. Pruitt  
Notary Public in and for Harris  
County, Texas.

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared A. C. Abbott Loan Officer, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.



GIVEN under my hand and seal of office this the 6th day of JUNE, A. D., 1973.

Ruth Blackman  
Notary Public in and for Harris  
County, Texas.

FILED FOR RECORD  
AT 4 O'CLOCK P M

JUN 6 1973

ROY HARRIS, Clerk  
County Court, Montgomery Co., Tx.  
By [Signature] Deputy