Section 4

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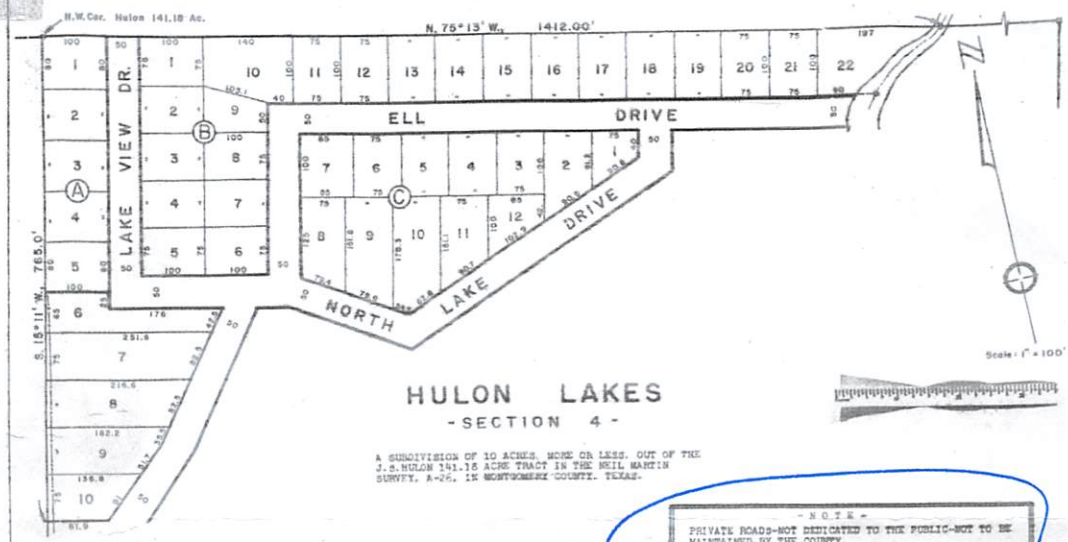

HULON LAKES

- SECTION 4 -

A SUBDIVISION OF 10 ACRES, MORE OR LESS, OUT OF THE J.S.HULON 141.18 ACRE TRACT IN THE NEIL MARTIN SURVEY, A-26, IN MONTGOMERY COUNTY, TEXAS.

- N O T E -

PRIVATE ROADS-NOT DEDICATED TO THE PUBLIC-NOT TO BE MAINTAINED BY THE COUNTY.

STATE OF TEXAS
COUNTY OF MONTGOMERY

WE, J. S. Hulon and M. J. Kelly, the owners and developers of HULON LAKES (Section 4), a subdivision of lots with private roadways for the use of purchasers of said lots, do hereby adopt the above and foregoing plan for subdivision as the official plat thereof and designated same as HULON LAKES (Section 4) and dedicated the roadways and utilities shown to the use and benefit of the lot owners.

All lots will be sold subject to certain restrictions pertaining to HULON LAKES (Section 1) as set out in instrument executed by J. S. Hulon and M. J. Kelley recorded in the Deed Records of Montgomery County, Texas, except that a minimum floor area of 800 sq. ft. is required and no house trailers will be permitted.

WITNESS OUR HANDS AND SIGNATURES on this 15th day of September, A.D.1966.

M. J. Kelley

J. S. Hulon

STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared J.S.Hulon and M.J.Kelley, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of September, A.D.1966.

Mary Ainsworth
Notary Public in and for
Montgomery County, Texas.

MARY AINSWORTH

-CERTIFICATION-

I hereby certify that this subdivision was laid out and staked on the ground by me out of the J.S.Hulon 141.18 acre tract which is described in deed dated 5-1-43 and recorded in Vol. 542, Page 412, of the Montgomery County Deed Records.

All lot corners have been marked with iron stakes.

DATE: Sept. 15 1966

STATE OF TEXAS
J. P. WADDILL
415
REGISTERED PUBLIC SURVEYOR

J.P. Waddill, Conroe, Texas.
Registered Public Surveyor.

APPROVED FOR RECORDING BY THE COMMISSIONERS COURT OF MONTGOMERY COUNTY, TEXAS.

on this 16 day of September, A.D.1966.

County Judge

Comm. Precct. No.1 — Comm. Precct. No.2

Comm. Precct. No.3 — Comm. Precct. No.4

FILED FOR RECORD
AT 11:45 O'CLOCK A.M.
SEP 16 1966
W. T. HOOPER
Clerk County Court, Montgomery Co., Tex.

Section 1

164900

RESTRICTIONS AND COVENANTS APPLICABLE TO HULON LAKES SUBDIVISION (SECTION I) IN THE NEIL MARTIN SURVEY, ABSTRACT NUMBER 26, MONTGOMERY COUNTY, TEXAS.

THE STATE OF TEXAS ()

COUNTY OF MONTGOMERY ()

WHEREAS, J. S. Hulon and M. J. Kelley are the owners in fee simple of the hereinafter described premises, in Montgomery County, Texas, to-wit:

Being HULON LAKES SUBDIVISION (SECTION I), in the Neil Martin Survey, Abstract 26, in Montgomery County, Texas, as per map or plat of said Subdivision recorded in Volume 7, Page 13 of the Map Records of Montgomery County, Texas;

and,

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

GENERAL PROVISIONS

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

2. ENFORCEMENT: Enforcement of restrictive covenants shall be by proceedings at law or in equity against any person or parties violating or attempting to violate any restrictions, covenants or terms, and legal remedy shall lie in restraint of violation or in recovery of said damages. The right of legal action in enforcement shall accrue to any owner of property in this addition or any claimant thereunder, and to any political unit or government authority having jurisdiction in the matter in question.

3. LIENS: Liens upon any lot, building site or tract of land in this Subdivision given to secure payment of notes for purchase money advanced, or for improvements made or to be made, or for the extension or renewal of such indebtedness or notes, or any part thereof, shall not be invalidated or affected in any way by any violation of these covenants on the part of any person or party acquiring any such lot, building site or tract

of land; such liens shall remain in full force and priority in the case of any court judgment against such owner of such lot, building site or tract of land; said premises shall remain subject to such liens; and no release of any restrictive covenants, or any part thereof, shall be construed as against the original purchaser, his heirs, executors, administrators, assigns or successors, as the case may be; and sale under a foreclosure of such liens as hereinabove recited shall pass title to such premises subject to the restrictive covenants then in effect.

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

RESTRICTIONS

1. All of the lots, lakes, lake area, and park areas, in said Subdivision, except those hereinafter excepted, are hereby designated as residential lots and shall be used for residential purposes only, and no business of any type, kind or character, shall be operated thereon, nor shall said premises be used for any type of commercial purpose. Lot designated "Commercial" in Block No. 1 on the map or plat of said Subdivision may be used for business or commercial purposes, and, in addition thereto, Owners reserve the right, either in person or through permission of other parties, to operate a business on the lake front related to said lake, such as a fishing, bait, dock or boat business. In addition thereto, Owners reserve the right, either in person or through others, to operate a general recreation type club and swimming pool on the premises.

2. All residences located on said premises must be provided with a septic tank, or a similar disposal plant of that nature, together with drain fields, when water is available, and field lines must meet Federal Housing Authority specifications. No septic tank will be allowed to empty into road ditches, or streets, and no field line shall be closer than 20 feet to a lake. No outside or pit toilets shall be built, kept or used on said premises.

3. No trash, garbage or other disposal matter shall be deposited or stored on said premises or in the lake, and all garbage, trash and other disposal matter, as a result of the use of the premises, shall be promptly burned or hauled away.

4. All roads described on the Map or Plat of said Subdivision shall remain private roads and are hereby dedicated for the use of all of the occupants of said Subdivision.

5. The land encircling and adjoining the lake, or lakes, and not subdivided into lots on the Plat of said Subdivision, is hereby dedicated for the use and benefit of all the lot owners of the Subdivision, to be used in accordance with the rules and regulations governing the use of the lake.

6. The lake, or lakes and park areas, as described on the Map or plat of said Subdivision, or any subsequent section of said Subdivision, together with the swimming pool or any club facilities furnished by Owners, are hereby dedicated for the use and benefit of the lot owners of said Subdivision, to be used in accordance with the rules and regulations applicable to said lake, or lakes, park areas and pool.

7. All parties so using the lake, lakes, lake frontage, swimming pool, park areas, or any club facilities, shall so use same at their own risk and benefit and Owners herein expressly do not assume any liability by reason of the use of said premises.

8. If at any time in the future Owners subdivide another section or sections of the land adjoining the premises included in the present Subdivision, or any subsequent section thereof, then, in that event, Owners shall have the option to grant the purchasers of lots in the new section or sections the right to use the lake set out on the Map or Plat of Section I, above described, jointly with the lot owners of Section I, but, in such event, all lot owners of Section I shall have the equal use of any lake included in any additional section so subdivided.

9. No portion of any lot, as described on the Map or Plat of said Subdivision, shall ever be sold, assigned, or conveyed, nor shall any undivided interest less than the whole, ever be sold, assigned or conveyed, unless the purchaser thereof purchases the entire lot, all to the end that no numbered lot in the Subdivision may in turn be subdivided.

10. No lot is to be sold for the use of, or to be used by, more than one family, consisting of the owner of the lot, his wife and his children.

11. In the event of any sale or attempted sale, of any portion of a lot less than the whole, or an undivided interest therein, then, in that event, OWNERS herein, their heirs and assigns, are hereby expressly given the option of purchasing the whole lot from the then owner or owners for the total sum of Two Hundred ($200.00) Dollars, and the Owners herein shall have sixty (60) days from, and after the time that they have actual notice of said sale, or attempted sale, within which to repurchase said lot, and the then owner, or owners, of said premises shall be bound to execute a deed of re-conveyance to them upon the tender to them of the said Two Hundred ($200.00) Dollars. Nothing in this covenant or restriction shall prevent said parties from conveying their mineral and/or royalty interest in said premises, or any portion thereof.

12. All driveways shall have culverts, or openings at the road ditch large enough for water to flow freely and drain, and no obstruction shall be erected in any street or bar-ditch obstructing the drainage or flow.

13. No hunting shall be allowed on the premises, and no firearms of any type shall be discharged on the premises.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other small household pets may be kept, provided they are not kept, bred or maintained for any commuercial purposes, and shall be confined to the owner's premises.

15. No sign of any kind shall be displayed to the public view on any residence, lot, except one sign of not more than nine (9) square feet advertising the property for sale, or signs used by a builder or architect to advertise the property only during the construction thereof.

16. No building, other than a single family residence, containing not less than six hundred (600) square feet, exclusive of open porches, breeze-ways, car-ports and garages, shall be erected and constructed on any residential lot in said Subdivision, and no garage may be erected except simultaneously with,

or subsequent to, erection of residence. Servants quarters and guest houses may be constructed on the rear one-third (1/3rd) of said lots after completion of permanent residence. All buildings must be completed not later than six (6) months after laying foundations and no second-hand, or used structures of any kind may be moved onto the property. House trailers may be placed on residential lots but must have at least three hundred fifty (350) square feet of floor space, and maintain a neat appearance. All structures must be finished outside with a permanent type siding and, if wood, must be painted with at least two coats of paint and kept painted. No tar paper siding shall be allowed.

17. No improvement shall be erected or constructed on any lot nearer than 20 feet to the front property line, nor nearer than 5 feet to the side property line, except that in the case of corner lots no improvements shall be erected or constructed within 5 feet of side property lines adjacent to streets.

18. Owners reserve to themselves, their heirs and assigns, an easement, or right-of-way of a strip along the streets and along rear boundary lines of the lot or lots in said Subdivision for the purposes of installation or maintenance of public utilities, including, but not limited to, gas, water, electricity, telephone, drainage, and sewerage, and any appurtenance to the supply lines therefor, together with an aerial easement above same for the clearance of said lines. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lots, with no obligation to Owners to supply such services. Said easement provided herein shall include the rear five (4. 5') feet of said lots regardless of whether or not said easement is so designated on the recorded Map or Plat of said Subdivision.

19. Owners expressly reserve the right to regulate the use of the lakes, park areas, lake areas, swimming pool and any club, and the use of such areas shall be made only in accordance with the rules and regulations as set out by Owners herein. Any violation of such rules and regulations shall forfeit the rights of such property to the use of said areas, and by accepting this contract and subsequent deed, Lot Owner expressly obtains the right to use said areas, only in accordance with the rules and regulations set by Owners. No guest or guests of any lot owner will be allowed the use of said premises in the absence of said owner, and Owners expressly reserve the right to limit the number of guests that may use the lakes, park areas, lake areas, swimming pool, or any club area, at any one time. Owners expressly retain control of the lakes, lake areas, park areas, pool area and any club area including the stocking and regulation of fishing in said lakes, and the use thereof.

20. In the event that any grantee, his heirs, assigns or legal representatives desire to sell his or their interest in any lot or lots, or any portion thereof, at any time in the future, they shall give Owners herein, their heirs and assigns, the first refusal to purchase said property, at the same price as the original sales price of the lot, plus the cost to Buyer of any improvements which Buyer or said parties have erected on said premises. If Owners shall fail to purchase said premises within fifteen (15) days after written notice, addressed to Owners by Registered Mail with Return Receipt at P.O. Box 435, Conroe, Texas, then, in such event, the proposed Seller shall be free to sell said premises to the purchaser of his choosing. The refusal by Owners herein to exercise the option to repurchase said premises in the event of such sale, as set out herein, shall not waive Owners' option to repurchase said premises in the event same is sold at a later date. Owners' option to repurchase is hereby subrogated to any Deed of Trust or Mechanics and Materialmen's Lien executed by any owner of said premises given to finance the construction or erection of any improvements on said premises.

21. In the event that water is furnished to said premises in said Subdivision by Owners herein, their heirs or assigns, then, in that event, an assessment of Three ($3.00) Dollars per month shall be paid to Owners, or their nominee, for each lot or tract in said Subdivision, and in the event that Owners should determine that any lot owner is using an excessive amount of water, the amount of monthly assessment for said water shall be increased. Such assessment shall be and is hereby secured by a lien on each lot or tract in said Subdivision as to the water charge for said respective lot or tract. In addition to said lien, the failure to pay such assessment as it may become due and payable shall entitle owner to cancellation of lake privileges and other common recreational facilities hereby granted to the lot owners.

22. No noxious, offensive or immoral use shall be made of the premises, and this provision shall not be construed to enlarge or change the use of the premises as set out by the other restrictions and provisions herein.

23. The invalidation of any one or more of these covenants or restrictions by a judgment of any court, or otherwise, shall in no way affect any of the other provisions, which shall still remain in force and effect, and the restrictions, covenants and provisions herein are for the benefit of all of the lot owners of said Subdivision, and any person owning a lot in said Subdivision may prosecute proceedings against any person violating, or attempting to violate, the same, and to prevent such person or party from doing so, and Owners may also enforce these provisions by due process of law.

24. No violation of these restrictions upon the part of any person shall affect in any way any lien upon said properties given to secure payment of note for improvements, and such lien shall remain in full force and priority as against purchasers, their heirs and assigns, but any sale or foreclosure of any lien shall pass title to such premises, subject to the restrictions and provisions set out herein.

25. The above listed terms, reservations, provisions and restrictions shall be effective until June 1, 1983, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of the majority of the square foot areas of the lots and blocks in said Subdivision may release all of the premises hereby restricted from any one or more of said restrictions, on either June 1, 1983, or at the end of any successive ten (10) year periods thereafter, by executing and acknowledging an appropriate agreement, or agreements, in writing, for such purpose, and filing the same for record in the office of the County Clerk of Montgomery County, Texas, at any time prior to June 1, 1983, or at any time prior to the five (5) years preceding the expiration of any successive ten (10) year period thereafter.

EXECUTED this 27th day of November, A. D. 1963.

J. S. Hulon

J. S. Hulon

M. J. Kelley

M. J. Kelley

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

VOL 566 PAGE 67

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. S. HULON and M. J. KELLEY, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of April, A. D. 1964

NAN AINSWORTH

Notary Public in and for
Montgomery County, Texas.

FILED FOR RECORD May 19 1964 at 4:50 o'clock P.M.
RECORDED May 29 1964 at 5:00 o'clock P.M.
W. T. HOOPER, Clerk County Court,
Montgomery County, Texas
By: Opheliа Hopson Deputy.

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

WE, J. S. Hulon and M. J. Kelly, the owners and developers of HULON LAKES (Section 4), a subdivision of lots with private roadways for the use of purchasers of said lots, do hereby adopt the above and foregoing plan for subdivision as the official plat thereof and designated same as HULON LAKES (Section 4) and dedicated the roadways and utilities shown to the use and benefit of the lot owners.

All lots will be sold subject to certain restrictions pertaining to HULON LAKES (Section 1) as set out in instrument executed by J. S. Hulon and M. J. Kelley recorded in the Deed Records of Montgomery County, Texas, except that a minimum floor area of 800 sq. ft. is required and no house trailors will be permitted.

WITNESS OUR HANDS AND SIGNATURES on this 15th day of September, A.D. 1966.

M. J. Kelley

M. J. Kelley

J. S. Hulon

J. S. Hulon

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally