

2000-033894

696-00-1232

14

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HIGHLINE OAKS**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

§

This Declaration, made on the date hereinafter set forth by K & M Development, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land commonly known as "Highline Oaks" being 131.856 acres of land situated in the J.B. Lewis Survey, A-665, Montgomery County, Texas, as more fully described on Exhibit "A" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of the Property;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Property and declares the following reservations, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

1. GENERAL LAND USE

The Property described herein shall be used for single family residential purposes only and shall not be used for any business, commercial or professional purpose. No tract shall be subdivided unless it first meets all governmental rules and regulations for subdividing nor shall there be more than one (1) residence per tract and not more than one (1) family per residence. No part of the subject tract or any improvements situated thereon shall be used as a theater, club or store, which theater, club or store, encourages or sell firms, services or wares of a pornographic nature.

13295 Rocky Rd
Conroe TX
77306

2. DWELLING SIZE AND CONSTRUCTION

- A. All residential structures, other than manufactured homes, shall contain not less than 1,100 square feet of living area, excluding garages, carports and porches. All structures used for residential purposes must be built of new material, unless approved by Declarant, and once construction has started on a building of any type, it shall be completed within six (6) months from the time construction commenced. If the building is not completed within that period of time appropriate legal action can be taken to require the owner to remove the incomplete portion of the building from the premises.
- B. Manufactured homes may be used as a residence provided that it contains not less than 1,120 square feet, is not less than 16 feet wide, and is not more than three (3) years old at the time of move in. A doublewide manufactured home may be used as a residence provided it is not less than 40 feet in length. All manufactured homes must be underpinned by brick, stone, aluminum or wood, precast Styrofoam, Hardipanel, pattern vinyl or any other developer approved skirting system within 120 days after move in and wood material must be painted to match the exterior color of the manufactured home.

The requirements that any manufactured home used as residence be not more than three (3) years old at the time of move in may be waved by written approval of the Declarant if, in the opinion of the Declarant, the condition of the manufactured home is such that it does not detract from the quality of the subdivision or adversely affect the uniform plan established for the subdivision. All manufactured homes must have composite roof, Hardiplank, smart panel, vinyl or Masonite exterior.

- C. Declarant has control of placement, color and style of home and these must be submitted for approval

3. BUILDING LOCATIONS

All structures, including manufactured homes, must be placed at least 75 feet from front property line and at least 10 feet from the property line on either side of the tract and 10 feet from rear property line.

4. NUISANCES

Noxious or offensive activity shall not be permitted upon any tract, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No part of the subject tract or any improvements situated thereon shall be put to any industrial, manufacturing or other use which may become an annoyance or nuisance to the neighborhood or which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or pollution including but not limited to factories, slaughter houses, tanneries, truck stops (gasoline stations), or which are hazardous by reason of the excessive danger of the fire or explosion.

5. TEMPORARY STRUCTURES

No structure of any temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence either temporarily or permanently.

6. SIGNS

No signs of any kind shall be displayed to the public view on any tract except one sign of not more than eight (8) square feet advertising the property for sale or rent or signs used by the builder or manufacturer to advertise the property during construction and sale period. No part or portion of the subject tract shall be used to lease billboards on a commercial basis, it being the intent that such prohibition does not prevent a developer or other Declarant or all are part of the subject tract to advertise the subject tract.

7. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept, or maintained for any commercial purposes. All dogs shall be kept within the boundaries of the tract unless accompanied by the owner. Dogs, cats, one horse, or other household pets may be kept provided they are not kept in commercial quantities, bred or maintained for any commercial purposes. One FFA and 4H project animals, one per house, are allowed during fair dates from check-in to after judging.

8. GARBAGE AND REFUSE DISPOSAL

No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for storage of such material shall be kept in a clean and sanitary condition. The burning of trash or garbage or other debris on any tract is prohibited. No garbage or other waste shall be kept upon the subject tract except in sanitary containers. Notwithstanding the foregoing, no hazardous substance shall be brought onto, installed, used, stored, treated, disposed of or transported over the subject tract and all activities on the subject tract shall at all times, comply with applicable law. The term "hazardous substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implemented in the Comprehensive Environmental Response Compensation Liability Act ("CERCLA") 42 U.S.C. **9601 et seq. The Resource Conservation Act Recovery Act ("RCRA") 42 U.S.C. ** 6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be hazardous or toxic substance regulated under applicable law. The term applicable law shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act 33 U.S.C. **1251 et seq., The Clean Air Act or a successor statute, 42 U.S.C. **7401 et seq., and any other local, state or federal laws or regulations, as therein amended, that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the Control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

9. SEWAGE DISPOSAL

Sewer or disposal units shall be installed to meet the county minimum standards, with no line draining into the street or onto property belonging to other persons. All dwellings or manufactured homes placed upon any tract shall contain sanitary facilities including toilet, wash basin, tub or shower, and the same must be connected to a functional septic tank or sanitary system. The drainage into any adjoining driveway, road, street, alley or public ditch, either directly or indirectly, is strictly prohibited. No outside toilet facilities, portable or otherwise shall be maintained on the subject tract, except as such temporary facilities are placed upon the subject tract in connection with construction activity, pursuant to approval by Grantor. Any sewage disposal system shall be of a type approved by the County and/or State Department of Health and shall be maintained by Grantee or other owner at all times in proper sanitary condition and in accordance with applicable state, county and city laws.

10. CUTTING WEEDS AND DRAINAGE

Grass vegetation and weeds on each tract shall be cut as often as necessary to maintain the same in a neat and attractive appearance. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall meet Montgomery County or State of Texas standards, whichever is applicable.

11. DRIVEWAYS

Driveways will be edged with metal edging equivalent to Collier Metal Spec. Inc.

12. ACCESSABILITY

The purchaser hereunder must use their own deeded private drive for the purpose of traveling to, from or between their respective property and any public highway or road. Each property owner must use his or her driveway only and no other. Each property owner is strictly forbidden to request, seek or solicit any governmental assistance with the maintenance or improvement of their driveway whether from a city, county, or state department or agency. It is the responsibility of each property owner to maintain his or her own driveway at all times.

13. VEHICLES

No inoperative motor vehicle will be stored or parked on the premises or in the driveway. All vehicles shall have a current license tag and state inspection sticker. The subject tract shall not be used to store vehicles which do not have a current, valid Texas inspection certificate issued by the Texas Department of Motor Vehicles or Department of Public Safety, not to store junk, wrecked cars or other similar materials and no inoperable automobile or vehicle shall be parked on any tract or driveway, nor permitted to remain thereon.

14. CUTTING TIMBER AND REMOVAL OF DIRT

The digging and removal of dirt, gravel, iron ore, or any other surface substance is expressly prohibited except as may be necessary on conjunction with the landscaping or construction on such tract. Further, there shall be no timber cut or trees removed on such tract except as may be necessary in the construction of a dwelling or placement of a manufactured home thereon without the written approval of Declarant.

15. RIGHT OF MORTGAGES

Any violation of any property owner or their agents of any easement, agreement, restriction, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor or trustee under any mortgage or deed of trust outstanding against the property, at the time that the easement agreement, restriction, reservation or covenant is violated.

16. SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements and restrictions shall in no way effect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

17. UTILITY EASEMENTS AND CHARGE

There are, or may be, dedicated and reserved permanent unobstructed utility easements, which said easements shall be a burden and charge against such property over which the easements extend. The utility easements include the right to remove all trees within the easements and the right to trim overhanging trees and shrubs located on property adjacent thereto.

18. UTILITY RESERVATIONS

The following reservations and easements shall be considered a part of and construed as being adopted in each and every deed or other conveyance executed or to be executed in conveyance of the various tracts described herein by attached Exhibit "A".

- A. Declarant, its successors and assigns, shall have the right to construct, erect and maintain over, along and under several drives, lanes, roads, easements, and reserve areas as shown on the above mentioned subdivision survey, and/or Exhibit "A", wires, poles for the purpose of constructing and maintaining a system of electrical lights, power, telegraph and telephone lines and connections and to construct, lay and maintain along, in and under any and all of said lanes, drives, easements and reserve areas all pipe conduits, valves and other necessary and property equipment for the construction of system of draining, sewage and water supply (retaining also the right to grant or deny to area beyond said Property connection privileges on said drainage, sewage or water systems), gas, light and power, telephone or telegraph service and other utilities to the Property and the tract owners therein; and for all other purposes incident to the development of said property and subdivision.
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- B. It is agreed and understood that the title conveyed to any tract or parcel of land in said Property by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric lights, electric power or telephone or telegraph lines, poles or conduits or any other utility or appurtenances thereto constructed by Declarant or any public utility companies through, along or upon any option of the hereinabove mentioned drives, lanes, easements and reserve areas and the right to maintain, repair, sell or lease such lines, utilities and appurtenances is hereby expressly reserved by Declarant, its successors and assigns.

19. **TERMS**

These covenants of restrictions are to run with the land and shall be binding on all owners of tracts as above described and all persons claiming under them until January 1, 2005, after which time said covenants and restrictions shall be automatically extended for a successive period of up to ten (10) years unless an instrument signed by the then owners of a majority of the tracts is filed for record in Montgomery County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part.

20. **OIL MINING AND DRILLING OPERATIONS**

No oil drilling or development operations, quarrying or mining operations of any kind shall be permitted upon any tract. No wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any tract.

21. **HOMEOWNER'S ASSOCIATION**

Section 21.01 **Membership.** Every person or entity who is an Owner of any Lot in any Section of Highline Oaks Subdivision which is subject to the Maintenance Charge (or could be following the Withdrawal of an exemption therefrom) and other assessments provided herein, including contract sellers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Lot. Additionally, the Directors of the Association shall also be Members of the Association (as more particularly described in the by-laws). Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association.

Section 21.02 **Non-profit Corporation.** Highline Oaks Property Owners Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 21.03 Bylaws. The Association has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots and Common Areas, provided that the same are not in conflict with the terms and provisions hereof.

Section 21.04 Maintenance Fund Obligation. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association a monthly maintenance charge (the "Maintenance Charge"), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such Maintenance Charge and other charges and assessments are made.

Section 21.05 Basis of the Maintenance Charge

- (a) The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot (or composite building site) to the Association annually, in advance, on or before the first day of the seventh month of each calendar year, beginning with the first day of January, 2000, or on such other basis (monthly, quarterly or semi-annually) as the Board of Directors of the Association may designate in its sole discretion. Provided, however, in the event an Owner obtains consent from the Committee for a Composite Building, such Composite Building Site shall be considered for the Maintenance Charge as one Lot beginning upon the completion of the improvements thereon.
 - (b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter-described lien against the Owner's Lot. No owner may waive or otherwise escape liability for the Maintenance Charge.
 - (c) The exact amount of the Maintenance Charge applicable to each Lot will be determined by the Board of Directors of the Association upon the Control Transfer Date on an annual basis. All other matters relating to the maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Developer or the Board of Directors of the Association, subject to the provisions hereof.
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- (d) The Maintenance Charge described in this Section and other charges or assessments described in this Declaration shall not apply to the Lots owned by the Declarant. The Association shall have the further right at any time, and from time to time, to adjust or alter said Maintenance Charge from month to month as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder.

21.06 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, and other charges and assessments hereby levied, a vendor's (purchase money) lien for the benefit of the Association, shall be and is hereby reserved in the deed from the Developer to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Maintenance Charge and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed for record in the Real Property Records of Montgomery County, Texas. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Montgomery County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgement for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of nonpayment by any Owner of any Maintenance Charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Montgomery County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

21.07 Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Lot of the delinquent owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

21.08 Liens Subordinate to Mortgages. The liens described in this Article and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender, including Declarant, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Maintenance Charges or other charges or assessment against such Lot which accrued prior to the time such holder acquires title to such lot. No such sale or transfer shall relieve such transferee of title to a Lot from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a lot shall not affect the association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of the lien, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this section.

21.09 Purpose of the Maintenance Charge. The Maintenance Charge levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Property. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties, including the maintenance of the Common Areas, any Drainage Easements, Utility Easements and the establishment and maintenance of a reserve fund for maintenance. The Maintenance Fund may be expended by the Association for any purposes which, in the judgement of the Association, will tend to maintain the property values in the Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charge, replacement and maintenance of the Common Area or easements or the enforcement of these Restrictions as may from time to time be authorized by the Association. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

21.10 Exempt Property. The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all properties owned by the Declarant or the Association; (b) all properties dedicated to and accepted by a local public authority; (c) any Common Area; and (d) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the state of Texas; however, no land or improvements devoted to dwelling use shall be exempt from said Maintenance Charge.

21.11 Handling of Maintenance Charges. The collection and management of the Maintenance Charge or other charge or assessment levied hereunder, shall be performed by the Association. The Association, shall maintain separate special accounts for these funds, and Owners shall be provided at least annually, information on the Maintenance Fund.

22. ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of each purchaser and owner of property sold by K & M Development in the J. B. Lewis Survey, A-665 out of the original 131.856 acre tract purchased from Louis J. Meyer, Jr. and may be enforced by any property owner of tracts sold from this aforementioned property. Any owner violating these restrictions shall also be responsible for all attorneys fees and costs of Court incurred by anyone enforcing these restrictions, and because the agreement to conform and comply with these restrictions constitute a part of the consideration, a Vendor's Lien is retained and reserved by and to any one authorized to and who does in fact enforce these restrictions through legal action in a court of law to secure payment of attorney's fees and other Vendor's Lien which may be created by any owner for the construction of any improvements upon such premises.

23. HEADINGS

All sections and paragraph headings used herein are for convenience only and shall have no efficacy in construing any of the restrictions, covenants or conditions herein contained.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of the 25 day of April, 2000.

K & M DEVELOPMENT

By: Kenneth Tierling
Kenneth Tierling, General Partner

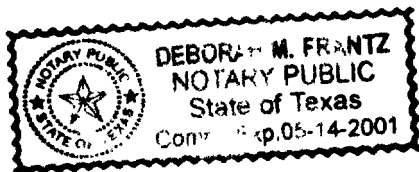
By: Matt Friedsam
Matt Friedsam, General Partner

696-00-1243

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 25 day of April, 2000, by Kenneth Tierling, General Partner of K & M Development, on behalf of K & M Development, in the capacity therein stated.

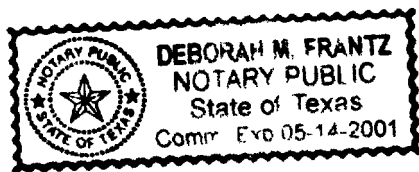


Deborah M Frantz
Notary Public, State of Texas

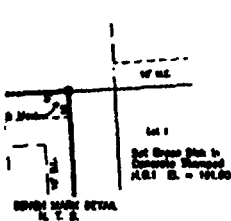
STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 25 day of April, 2000, by Matt Freidsam, General Partner of K & M Development, on behalf of K & M Development, in the capacity therein stated.



Deborah M Frantz
Notary Public, State of Texas



FINAL PLAT
HIGHLINE OAKS
SECTION ONE
A SUBDIVISION OF 50.479 ACRES OF LAND
IN THE J. E. LEWIS SUR., A - 885
MONTGOMERY COUNTY, TEXAS

CONTAINING 1 RESERVE
44 LOTS, 3 BLOCKS
SINGLE FAMILY RESIDENTIAL
OWNER/DEVELOPER
K & M DEVELOPMENT,
a Texas General Partnership
13295 ROCKY ROAD
Conroe, Texas 77306
(409) 539-5200

RECORDED
MONTGOMERY COUNTY, TEXAS
APR 11 2000
3:30 PM

STATE OF TEXAS :
COUNTY OF MONTGOMERY:

We, K & M Development, a Texas General Partnership, owners of the property subdivided in the above and foregoing map of HIGHLINE OAKS SECTION ONE, do hereby make subdivision of said property, according to lines, streets, lots, alleys, parks, easements, and easements therein shown, and designate said subdivision as HIGHLINE OAKS SECTION ONE, in the J. E. Lewis Survey, A-885, Montgomery County, Texas, and dedicate to public use, as such, the streets, alleys, parks, and easements shown thereon forever; and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our heirs and assigns to warrant and forever defend the title to the land so dedicated.

"This is to certify that we, K & M Development, a Texas General Partnership, have complied with or will comply with all regulations heretofore on file with the Montgomery County Engineer and adopted by the Commissioners' Court of Montgomery County."

There is also dedicated for utilities an unobstructed aerial easement five (5) feet wide from a plant twenty (20) feet above the ground upward, located adjacent to all easements shown hereon.

FURTHER, We, do hereby dedicate forever to the public a strip of land a minimum of fifteen (15) feet wide on each side of the center line of any and all gullies, ravines, draws, sloughs or other natural drainage courses located in said subdivision, as easements for drainage purposes, giving Montgomery County and/or other public agency the right to enter upon said easement of any and all lines for the purpose of construction and/or maintaining drainage work and/or structures."

FURTHER, all of the property subdivided in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title of the property, and shall be enforceable, at the option of Montgomery County, by Montgomery County or any citizen thereof, by injunction, as follows:

- 1. The drainage of septic tanks into road, street, alley, or other public ditches, either directly or indirectly, is strictly prohibited.
- 2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of one and three quarters (1-3/4) square feet (18" diameter pipe culvert)."

FURTHER, We do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling units thereon (or the placement of mobile homes) and shall be restricted for same under the terms and conditions of such restrictions filed separately, unless otherwise noted."

WITNESS our hands in Conroe, Montgomery County, Texas,
this 7 day of March, 2000.

Ken Turling, Partner
Matt Freidson, Partner

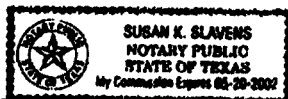
STATE OF TEXAS
COUNTY OF MONTGOMERY:

Before me, the undersigned authority, on this day personally appeared Ken Turling, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 7 day of March, 2000.

Susan K. Slavens
Notary Public in and for the State of Texas



STATE OF TEXAS
COUNTY OF MONTGOMERY:

Before me, the undersigned authority, on this day personally appeared Matt Freidson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this 7 day of March, 2000.

Susan K. Slavens
Notary Public in and for the State of Texas

My Commission expires _____

STATE OF TEXAS
COUNTY OF MONTGOMERY:

We, First Bank of Conroe, owner and holder of a lien against the property described in the plat known as HIGHLINE OAKS SECTION ONE, said lien being evidenced by instrument of record in County Clerk File No. 2000-03803 and 2000-03805 of the Real Property Records of Montgomery County, Texas, do hereby in all things subordinate to said plat said lien, and I hereby confirm that I am the present owner of said and have not assigned the same nor any part thereof.

By: Kevin Gilliland
First Bank of Conroe N.A.

STATE OF TEXAS :
COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned authority, on this day personally appeared Kevin Gilliland, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7 day of March, 2000.

Susan K. Slavens
Notary Public in and for Montgomery County,



I, Mark Mooney, County Engineer of Montgomery County, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the Montgomery County Commissioners' Court.

I further certify that the plat of this subdivision complies with requirements for internal subdivision drainage as adopted by Commissioners' Court; however, no certification is hereby given as to the effect of drainage from this subdivision on the intercepting drainage artery of parent stream or on any other area of subdivision which is watershed.

Mark Mooney
County Engineer

"APPROVED by the Commissioners' Court of Montgomery County, Texas, this 27 day of March, 2000.

Mike Meador, Commissioner, Precinct 1
Malcolm Purvis, Commissioner, Precinct 2
Alan B. Sadler, County Judge
Ed Chance, Commissioner, Precinct 3
Ed Rinehart, Commissioner, Precinct 4

STATE OF TEXAS :
COUNTY OF MONTGOMERY:

I, Mark Turnbull, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with it's certificate of authentication was filed for registration in my office on March 27, 2000 at 9:30 o'clock A.M., and duly recorded on March 30, 2000 at 3:18 o'clock P.M. in Cabinet N, Sheet 11111 of record of said Montgomery County.

WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last shown above written.

Mark Turnbull
Mark Turnbull, Clerk, County Court Montgomery County
By: [Signature] Deputy

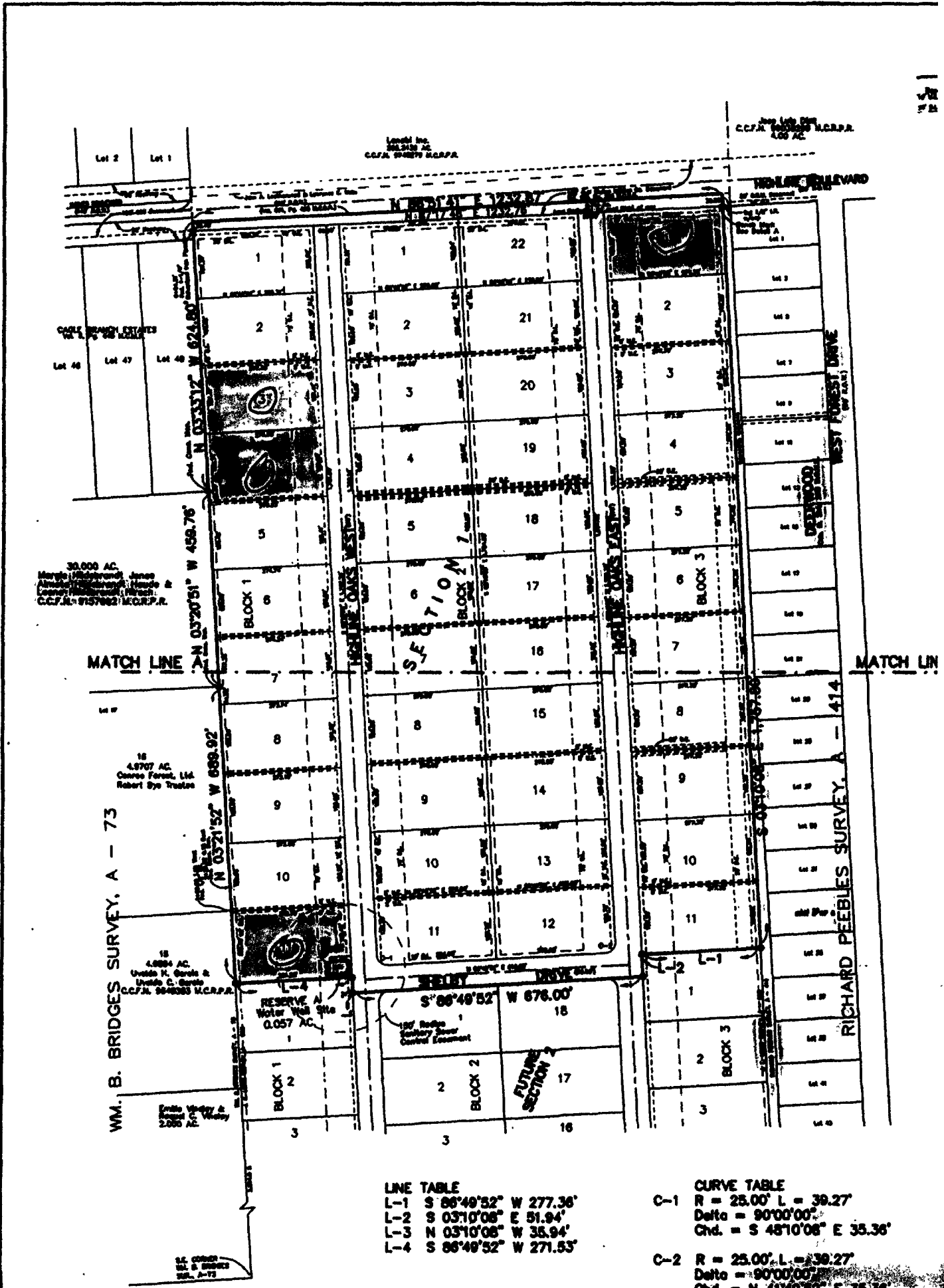


Surveyor's Certification
I, Jeffrey Moon, am registered under the laws of the State of Texas to practice the profession of Land Surveying and hereby certify that the above subdivision is true and correct; was prepared from an established survey on the property made under my supervision on the ground; that the location of the benchmark reflected on the face of the plat was established and fixed by regulation; that all corners and angle points of the boundaries of the original tract to be subdivided, if reference have been made, were iron (or other suitable permanent metal) pipe or rods having a diameter of not less than five-eighths of an inch (5/8") and a length of not less than three feet (3'); and that the plat boundary corners have been tied to the nearest survey corner.

Jeffrey Moon
Jeffrey Moon
Registered Professional Land Surveyor No. 4639

JEFFREY MOON
AND ASSOCIATES, INC.
LAND SURVEYORS
P.O. Box 8261
Conroe, Tx 77306
(409) 794-2844
FAX (409) 794-2822

EXHIBIT A



30,000 AC.
Mangle (Whiteland) Tract
Abundant (Whiteland) Tract &
Canyon (Whiteland) Tract
CCF.N. 9157823 MCR.P.R.

WM. B. BRIDGES SURVEY, A - 73

RICHARD PEBBLES SURVEY, A - 414

LINE TABLE

- L-1 S 86°49'52" W 277.36'
- L-2 S 03°10'08" E 51.94'
- L-3 N 03°10'08" W 35.94'
- L-4 S 86°49'52" W 271.93'

CURVE TABLE

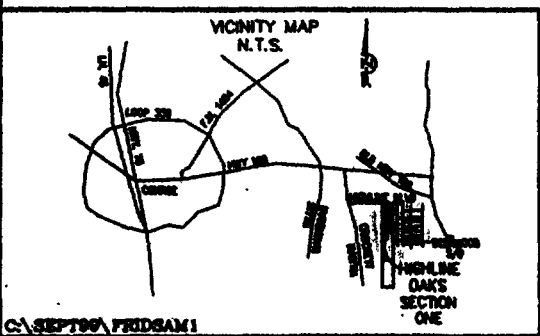
- C-1 R = 25.00' L = 39.27'
Delta = 90°00'00"
Chd. = S 48°10'08" E 35.36'
- C-2 R = 25.00' L = 39.27'
Delta = 90°00'00"
Chd. = N 41°49'52" E 35.36'

Notes:

1. This property lies within Zone X per F.I.R.M. Community Panel No. 48332C0410 F effective December 18, 1998.
2. 1/2" I.R.'s set with cap stamped "Jeff Moon R.P.L.S. 4639" at all corners unless otherwise noted.
3. There is a 10' Building line on either side of all side lot lines unless otherwise noted.
4. There is a 10' Building line adjacent to all lot lines unless otherwise specified.
5. U.E. Indicates Utility Easement
6. B.L. Indicates Building Line
7. D.E. Indicates Drainage Easement
8. This property may lie within the City of Cut-N-Shoot Extra Territorial Jurisdiction.

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.



696-00-1246

FILED FOR RECORD

00 APR 25 PM 1:58

MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS

DEPUTY

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the official Public Records of Real Property of
Montgomery County, Texas.

APR 25 2000



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.