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*Ch. N. Reed
Pastor*

THE STATE OF TEXAS |
COUNTY OF MONTGOMERY |

90725

WHEREAS, G. N. Free is the OWNER in fee simple of the hereinafter described premises in Montgomery County, Texas, to-wit:

Being the PINE LAKE CLUB SUBDIVISION in the William Atkins Survey, Montgomery County, Texas, as per map or plat of said subdivision recorded under File No. 90654, in the County Clerks Office of Montgomery County, Texas.

and,

WHEREAS, it is the desire of said Owner to place the following conditions, covenants and restrictions on the above described Subdivision, as follows, to-wit:

- (1) All of the lots in said Subdivision 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.
- (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. 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, hauled away or buried.
- (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 the occupants of said Subdivision. Each lot owner shall maintain that portion of said roads adjoining his premises.
- (5) The land encircling and adjoining the lake is hereby dedicated for the use and benefit of all the lot owners of said Subdivision.
- (6) The lake, as described on the map or plat of said Subdivision, is hereby dedicated for the use and benefit of the lot owners of said Subdivision, their immediate families, and guests only when accompanying them.
- (7) All parties so using said lake shall so use it at their own risk and benefit, and Owner herein expressly does not assume any liability by reason of the use of said lake.
- (8) No portion of a lot (less than a whole lot) as described on said 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 by any lot owner of said premises, unless the purchaser thereof purchases the entire lot. In the event of a violation of the foregoing provision, then all owners of said premises so sold shall automatically, without any further action on the part of anyone, forfeit their right to the use of the lake and lands surrounding said lake.

- (9) No gasoline motors, seines or nets are to be used in said lake and no swimming shall be allowed in the lake.
- (10) Only one trotline of not more than 100 hooks shall ever be placed in said lake by any owner or other party.
- (11) No hunting shall be allowed on the premises except for ducks and geese in season and no firearms of any type shall be discharged on the premises except during the legal duck and geese season.
- (12) The above listed terms, reservations, conditions and restrictions, shall be effective until January 1st, 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 area of the lots and blocks in said subdivision may release all the premises hereby restricted from any one or more said restrictions on either January 1st, 1983, or at the end of any successive ten (10) year period 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 January 1st, 1978, or at any time prior to five (5) years preceeding the expiration of any successive ten (10) year period thereafter.

- (13) Owner does herein dedicate, for the benefit of the lot and block owners of said subdivision, an easement for rights of electricity, communications, water, gas and all other utilities purposes together with rights of ingress and egress for the purposes of erecting, constructing and maintaining said utilities in, upon, over and across the following described premises out of said subdivision, to-wit:
 - (a) The rear five (5) feet of lots one (1) through 46;
 - (b) The east five (5) feet of lot nine (9); (c) The rear ten (10) feet of lots 67 through 107.

Owner herein agrees as follows, to-wit:

- (1) That not more than 118 lots or blocks as outlined on the map of said subdivision shall be sold with the right of the Purchaser thereof to use the lake on said premises.
- (2) That upon the sale of 60% of the 118 lots or blocks as outlined on said map, that the lake and premises shall be closed to the public and seller shall erect at his own cost and expense, water and electric lines to each of said lots or blocks, and the roads will be erected as set out on the plat of said subdivision. Upon the sale of 60% of said lots or blocks, Owner shall further build a swimming pool on said premises.

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the above described conditions, covenants and restrictions are hereby placed in force and effect regarding said Subdivision, and all covenances of said Subdivision or any portion thereof, whether there-in expressly stated or not, are hereby made subject to these conditions, covenants and restrictions the same as if they were copied in said deed verbatim.

Such conditions, covenants and restrictions shall be binding upon and to be observed by the grantees of said premises, as well as their heirs, executors, administrators or assigns, and shall run in favor of and be enforceable by any person who shall hereinafter own any portion of said Subdivision, either by injunction or by action to recover damages therefor. In case of and upon any violation or non-observance of the above conditions, covenants and restrictions, and thereupon, each owner shall have the right to enforce same as above provided. No act or omission causing the violation or non-observance of the above described provisions shall be a waiver of the operation or enforcement of any of the other above described provisions.

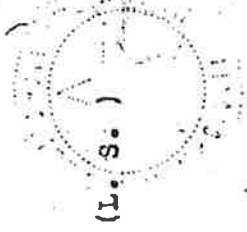
WITNESS MY HAND at Conroe, Texas, this 9th day of November, 1953.

G. N. Free
G. N. Free

THE STATE OF TEXAS |
COUNTY OF MONTGOMERY |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared G. N. Free, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9. day of November, A. D. 1953.



Cam Harrell (Cam Harrell)
Notary Public in and for
Montgomery County, Texas

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MONTGOMERY COUNTY TEXAS