

RESTRICTIONS, COVENANTS AND CONDITIONS  
APPLICABLE TO ANDERSHIRE ESTATES, SECTION 1,  
LOCATED IN THE JAMES EDWARDS SURVEY, ABSTRACT 190,  
MONTGOMERY COUNTY, TEXAS

The provisions of this document apply to a portion of that certain 203 acre tract of land located in the JAMES EDWARDS SURVEY, A-190, Montgomery County, Texas, more particularly described in a Deed from TONY BOSNER, ET UX, to Clarence L. Anderson, dated August 8, 1945, and recorded in Volume 254, Page 590, of the Deed Records of Montgomery County, Texas. The subdivision of this property consists of a division of the tract into acreage sized lots or tracts and the reference in this document to lot or lots refers to the acreage sized tracts, and the exact definition of said lot or tracts shall be by reference to the Deeds of conveyance which shall from time to time be made by the undersigned to various purchasers of this property, and the description as contained in the Deeds of conveyance shall be the lots or tracts referred to by this document, and the restrictions, covenants and conditions applicable to said tracts shall be as follows:

WHEREAS, it is the desire of the 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 safeguarding and enhancing the value of investments in said Subdivision by each property owner therein, do hereby fix and adopt the restrictions, covenants and conditions 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 successors, heirs, legal representatives or assigns for the terms stipulated herein.

SECTION 1: ARCHITECTURAL CONTROL

1. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
2. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of STEVE HATLEY, DONALD M. ANDERSON and CAROLYNE A. KRITH, all of Conroe, Texas. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation of services performed pursuant to this covenant.
3. PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
4. VARIANCES, DEVIATIONS AND EXCEPTIONS ALLOWED: The Architectural Control Committee, may, in its discretion, approve variances, deviations and exceptions from the provisions of these restrictions, where, in the Committee's opinion, such change will result in a more commonly beneficial use and such change would be in keeping with the over-all intentions of these restrictions, and/or such

exemptions would not be detrimental to said subdivision or individual property owners. Building lines may be deviated from those shown on the recorded plat with Committee's approval.

SECTION II: GENERAL CONSTRUCTION RESTRICTIONS

1. BUILDING TYPE AND SIZE: No building planned, erected, placed or altered, can be constructed until the plans and specifications are approved by the ARCHITECTURAL CONTROL COMMITTEE. The committee will look to the quality, harmony with existing structures, design of building suitable for the location. All residences and similar buildings shall be placed on a concrete slab with permanent building material for outside walls. No residential structure shall be placed on any lot unless its living area has a minimum of one thousand five hundred square feet (1500 square feet) of floor area exclusive of porches and garage on a one-story, and one thousand eight hundred square feet (1800 square feet) on a two-story. Neither old nor second-hand houses shall be moved into the subdivision, nor shall any residence be erected with second-hand lumber or second-hand building materials and all residences shall be of solid construction and complete on the exterior, and no building shall be occupied or used as a residence until it is completely finished. If concrete block construction is used and the outside walls are concrete block construction, then those walls shall be painted and treated to produce a finished appearance. All dwellings, houses and other improvements must be completed as to exterior within 180 days of the beginning of construction and must be completed as to the entirety within 365 days. All out-buildings must be to the rear of the residence.

2. SUBDIVISION: No individual lot shall be subdivided, but an owner of two or more lots may group or consolidate the same into building sites, provided the total number of buildings erected on multiple lots does not exceed the number of lots.

3. BUILDING LOCATION ON SITE: On interior lots, no part of any building shall be closer than 100 feet to the front property line and shall be no closer than 25 feet to the side and back lot lines. Building set-back lines on corner lots shall be seventy-five (75') feet from the front property line. Homes will face the front property line with the front property line being defined as the part of the lot with the next road frontage. Side building lines on corner lots will be one hundred (100') feet. For these purposes, porches, stoops, bays and covered areas are considered a part of the building.

4. SEQUENCE OF BUILDING: No housing for garage or other service function of the dwelling establishment shall be erected or placed upon any building site until construction of the dwelling proper has been started and is actually underway.

5. TEMPORARY STRUCTURES: No temporary structures such as a trailer, tent, shack, shed, a storage room or garage shall be used at any time on any building site in this subdivision as either temporary or permanent residence. Mobile homes are expressly prohibited.

6. DRIVEWAYS: All driveways will be composed of at least four (4") inches of iron ore gravel or of a comparable substance or better. Plans and specifications of all driveways will be presented to the Architectural Control Committee for approval. Driveways will be completed within 60 days after occupancy of residence has taken place. Dirt driveways are expressly prohibited.

7. WALLS AND FENCES: All fences, walls, retaining walls and similar structure must be looked to for general workmanship and harmony for external appearance and will be subject to approval by the Architectural Control Committee. No fence will be permitted on said lots that is over six (6') feet in height; barbed wire is expressly prohibited. Any wall fence or other improvements erected on any easement shall be erected at the property owner's sole risk.

8. SEPTIC: All residences must have septic systems installed prior to occupancy, must be kept in working order and must have a County Inspection Permit. All water wells must be drilled a sufficient distance from any septic system for County approval. If a sanitary sewer system is made available and connection thereto is required by law, such system shall be used. Cesspools are expressly prohibited within said subdivision.

SECTION III: GENERAL USE RESTRICTIONS:

1. ON THE STREET PARAPETS: At all times those areas of street right-of-way be-

tween pavement and property lines shall be maintained from encumbrances by personal or private property. Parking on the street is expressly prohibited.

2. SIGNS: No signs consisting of advertising display or devices of any type or kind shall be in public view on any building site in this subdivision, except for builders' signs during construction and sales period, or to advertise a property for sale, in which latter case, one installation on the building site of not more than five (5) square feet of sign space be the maximum allowable.

3. PETS, POULTRY AND LIVESTOCK: No animals of any kind, livestock, horses or poultry shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

4. TIMBER: No timber shall be cut or removed from said property until entire Deed of Trust in favor of developer is paid, except for clearing for a homesite or removing underbrush without first obtaining written consent of the developer.

5. YARD APPEARANCE: All lots shall be kept at all times in a sanitary, healthful and attractive condition and the owners or occupant of all lots shall keep all weeds and grass thereon cut and in the event the lot owner fails to do so, such lot or lots may be entered upon by maintenance crews who will clean said lot or lots for the owner and an appropriate charge will be made of the owner. In no event shall any lot be used for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment, woodpiles or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided so as to conceal them from view of neighboring lots, streets or other property.

6. BOATS: No boats, boat trailers, etc. shall be parked nearer to the street than the 100' building set-back line. If boats or trailers are not kept in garage or carport, then they must be kept behind the home and out of sight of neighboring lots, streets or other property.

7. JUNKYARD AND INOPERABLE AUTOMOBILES: No lot, street or any portion of any lot or street within this subdivision shall be used to store vehicles which are not in serviceable and useable condition, or to store junk, wrecked cars, or other similar materials and no inoperable automobile or vehicle shall be parked on any lot or street or permitted to remain thereon. Violators shall be subject to all expenses and costs in the removal of any unsightly conditions on any tracts or lots.

8. DRAINAGE: Natural drainage of streets, lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting the flow. Neither bridges nor crossic crossings across road ditches will be permitted.

9. FIREARMS AND FIREWORKS: Discharge of firearms and fireworks within the subdivision shall be strictly prohibited.

10. NUISANCES: No nuisance shall be maintained nor any noxious or offensive activity carried on upon any lot, building site or tract of land in this subdivision; nor shall anything be done thereon which may or might become a nuisance to the neighborhood.

11. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. LAND USAGE: No lot, building site or tract shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single dwelling house not to exceed two and one-half stories in height and a private garage for the family vehicles. No business of any type, kind or character, or apartment house, nor any occupation of business for commercial gain or profit shall be done or carried on in said residential area. All parts of said subdivision are hereby designed as a residential area.

13. GARBAGE AND TRASH DISPOSAL: Garbage and trash or other refuse accumulated in this subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any resident of this subdivision is or may be created. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

14. MINERAL DEVELOPMENT: No oil well drilling, oil development operation, or oil refining of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks or mineral excavations be permitted on any lot. No derrick or other structures designed for use in drilling for oil, or natural gas shall be erected, maintained or permitted upon any of said lots; provided, however, that this provision shall not prevent the leasing of the land above described or any portion thereof, for oil, gas and mineral purposes and the development of the same, it being contemplated that said premises or portions thereof may be developed from adjacent lands by directional drilling operations.

SECTION IV: GENERAL PROVISIONS

1. TERM: These covenants, restrictions and/or provisions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date; after which time said covenants, restrictions and provisions shall be automatically extended for successive ten (10) year periods, unless an instrument signed and acknowledged by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part at the expiration of any such ten (10) year period.

2. 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.

3. 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 subdivision or any claimant thereunder, and to any political unit or government authority having jurisdiction in the matter in question.

4. 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, 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, any part hereof, 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.

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EXECUTED this, the 18th day of May, 1979.

ANDERSHIRE ESTATES, INC.

By Donald M. Anderson  
DONALD M. ANDERSON  
President

ATTEST:

Carolyn A. Keith  
CAROLYN A. KEITH  
Secretary



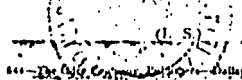
CORPORATION ACKNOWLEDGMENT

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  
DONALD M. ANDERSON, - - -

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ANDERSHIRE ESTATES, INC. - - - a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of May A. D. 1979.



Rebecca L. Livesay  
Notary Public in and for MONTGOMERY County, Texas.

FILED FOR RECORD

1979 JUN 18 PM 4:29

ROY HARRIS, CLERK  
COUNTY COURT, MONTGOMERY CO. TX

By Paul B. [Signature] DEPUTY