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VOL 817 PAGE 815

DEEDS

DECLARATION OF COVENANTS AND RESTRICTIONS
ROMAN FOREST SECTION VI

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

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

VOL 817 PAGE 819

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.

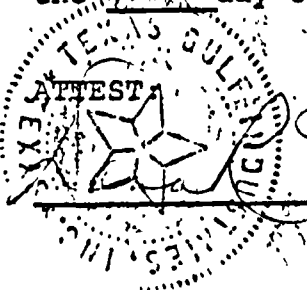
Invalidation of any one of the covenants or restrictions by judgment of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

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 D. Daniel
President

ATTEST:



Asst. Cashier
Asst. Cashier

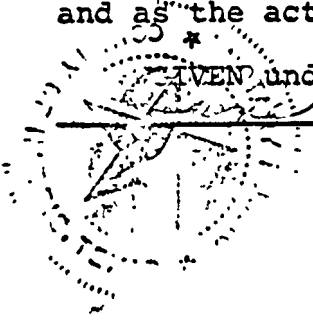
BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON

Loan Officer
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 4th day of _____, A. D., 1973.

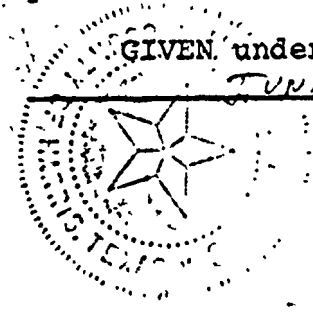


Bennie J. Smith
Notary Public in and for Harris
County, Texas.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared A. F. 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.



Edith 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