

correct file copy

RESTRICTIONS, REGULATIONS, EASEMENTS,
COVENANTS AND CONDITIONS

DEEDS

OF

FOREST LODGE SOUTH

A SUBDIVISION IN MONTGOMERY COUNTY, TEXAS

February 1973

The following Restrictions and Regulations for Forest Lodge South are set up for the mutual protection, enjoyment, and best interest of all lot owners, and to enhance the value of all lots and investments in this subdivision.

LOT USAGE

- (1) All lots in this subdivision are single dwelling residence lots and are to be used for such purpose and none other with the following exceptions:
 - (a) Lots 1, 29, 37 and 38 may be used for residential or for any type commercial purpose EXCEPT:
 - (1) The sale of on-the-premise consumption of alcoholic beverages,
 - (2) The sale and storage of wrecked cars.
 - (3) The repair of automobiles or motor vehicles of any kind.
 - (4) Any business engaged in the purchase and resale of used merchandise, junk, or salvage of any kind.
- (2) Lots 15 and 38 may be used for residential; or one of the two may be used as a Forest Lodge South Subdivision Park, when and if the Developer decides that it is for the best interest of the Subdivision for a lot to be used as a Private Forest Lodge South Park. The lot or park then to be owned, maintained and controlled by Forest Lodge South Lot Owners' Association.

ARCHITECTURAL CONTROL COMMITTEE

(1) PURPOSE

It is the experienced conviction of the Developer that not all lot owners have the ability to design or the ability to construct a dwelling, garage, carport, fence, or any structure in a functional and quality workmanship manner. An unlimited amount of evidence is available in small towns and subdivisions in Montgomery County to show that some well meaning lot owners do build dwellings as well as fences and other structures that are a detriment to their own lot and its value as well as to the value of the property of their neighbors.

It is the intent and purpose of the Architectural Control Committee to work harmoniously and advise each Lot Owner at Forest Lodge South on each and every construction plan of any kind. But it is to be understood that the Committee should and will reject and stop any plan, specification or construction of inferior quality that would result in downgrading the community.

(2) CREATION OF THE COMMITTEE

The Developer, O. A. Gerloff, and Edgar W. Holt will act as the Architectural Control Committee until such time as an organization of Forest Lodge South Lot Owners, composed of a minimum of twenty lot owners, can be formed. When at least twenty lot owners meet and form a Lot Owners Association, along with other civic business, it shall be the duty of this Association to elect or appoint a minimum of three persons to take over the duties of the Architectural Control Committee.

The Lot Owners Association will give council and support to the Architectural Control Committee, supervise the duties of the Committee, fill vacancies when necessary, and perpetuate the Committee by elections, appointments or re-appointments of the Committee members at the duly authorized annual meeting of the Lot Owners Association.

(3) DUTIES OF THE COMMITTEE

The Architectural Control Committee shall check and approve, advise with, or disapprove each and every plan for a home, fence or any structure, within five days after the plan is submitted to the Committee. Neither of the Members of the Committee shall be entitled to compensation for services performed pursuant to this covenant.

BUILDING SIZE, LOCATION, CODES

- (1) Plans and specifications in duplicate for all structures including residential, business, carport, garage, patio or any other structure, including fences, must be submitted to the Architectural Control Committee at least ten days before construction is to begin.
- (2) Lot Owners shall furnish duplicate copies of a plat on a scale of not less than 3" = 100'; showing his lot, and showing the ground floor plan of each structure and its respective location upon the lot, along with the exit location of all bathroom, sink, and washroom septic lines, leading from the residence or business building.
Exact locations of the septic tank or tanks and the grease trap must also be shown, along with complete "to scale" locations of all septic field lines. This septic system layout plan must meet the approval of the Montgomery County and State Health Departments as well as the approval of the Architectural Control Committee.
- (3) Residential buildings shall have exterior walls of at least 50% masonry construction and have a minimum of 1250 sq. ft. of masonry, wooden or glassed-in living floor area.
- (4) Any plan for any business building must meet the approval of the Developer and the Architectural Control Committee.
- (5) Residential buildings shall set back a minimum of forty feet from the facing road line. No building shall be nearer than two feet from the side line of any property.
- (6) No trailer house, trailer home, or mobile house or home of any kind will be permitted permanent occupancy in this subdivision.
- (7) Camp trailers or small trailer houses may be brought in for week-end or vacation shelter but shall not be permitted on the premises for more than fifteen (15) days during any ninety (90) day period of time. Any camper trailer or trailer house brought onto any lot for week-end or vacation use must be moved from the subdivision after each period of use and may never be left on the premises without occupancy.
- (8) Permanent back yard patio buildings that may be used for storage of tools, chairs, barbecue equipment, etc. are permitted even before a home is built upon the lot provided:
 - (a) The building is not larger than 8 ft. x 10 ft.
 - (b) The building will be of such high quality in design and material that it will compliment and harmonize with the dwelling to be built later upon the lot.
 - (c) A plan and specifications showing size, kind and quality of materials and a plat showing respective location upon the lot must be approved by the Architectural Control Committee ten days before construction is to begin.
- (9) Fences of approved quality and design may be erected provided:
 - (a) Fence does not extend nearer to the facing road than the minimum building set back line.
 - (b) Fence does not extend nearer than twenty five feet from the high water shore line on any lake lot.
 - (c) That a duplicate plat and specifications for the fence be submitted to, and approved by the Architectural Control Committee.
- (10) All lakefront lots slope downward from the facing roads, downward toward the lake. It is the common knowledge of the Developer and the County Health Department that an efficiently designed septic system must first start with location of all exit sewer lines from the bathroom or bathrooms, sinks and automatic washer.
To enhance the function of septic systems on lakefront lots and to secure the approval of the Montgomery County and State Health Departments, residential building plans and plans on all lake front lots must show the following:
 - (a) Top elevation level of dwelling slab to be not less than five inches (5") above the natural ground level at the highest point adjoining the slab;
 - (b) That all exits from the slab of the septic lines from the bathrooms, kitchen sinks, and laundry rooms shall not be more than six inches from the top of the slab.
 - (c) That all septic tanks, grease traps, field lines, and house exit septic lines be located at points not closer than seventy-five (75) ft. from the high water line or spillway elevation of the lake.

LAKE PRIVILEGES

- (1) All lot owners at Forest Lodge South shall have equal rights and privileges on Lake Forest lake, park areas, and roads as long as they shall comply with all the Rules and Regulations pertaining thereto.
- (2) Lake privileges were first granted in 1956 by George D. Ehrenfried, Developer and builder of Lake Forest Lodge and Forest Lodge lake, to Mr. and Mrs J.D. Holt Sr. and Edgar W. Holt for three parcels of land totaling 10.3 acres. The lake privileges being part of the consideration in the purchase price of the 10.3 acres. The said 10.3 acres became inundated upon the completion of the lake.
- (3) In the Deed filed in the Montgomery County Deed Records on March 3, 1956, and recorded in Volume 412, Page 89, George D. Ehrenfried, Developer and fee simple owner of Lake Forest Lodge Subdivision and Lake Forest lake, gave as part payment of the 1.7 acres purchased from Mr. and Mrs J. D. Holt Sr., the following considerations as shown in paragraph nine from the above described document; quote,
- (4) "As a further consideration for the execution of this conveyance, the said George D. Ehrenfried hereby gives and grants to the said J. D. Holt Sr., and wife, Mrs J. D. Holt Sr., their heirs and assigns, the free right and privilege of using a proposed lake to be erected and constructed on the conveyed premises and adjoining premises, together with fishing rights and all other rights pertaining to said proposed lake, and which said rights and privileges are to be enjoyed in common with the said George D. Ehrenfried, his heirs and assigns". Unquote.
A similar consideration and granting of lake privileges was given Edgar W. Holt by George D. Ehrenfried for the 0.6 acres sold to Ehrenfried by Edgar W. Holt with a Deed filed March 3, 1956, and recorded in Volume 412, Page 102, Montgomery County Deed Records.
- (5) The remainder of the two tracts of land involved in the 1956 transaction and owned at the time by J. D. Holt Sr. Et Ux and Edgar W. Holt are now decided to and owned by O. A. Gerloff and now comprise the whole of Forest Lodge South. As heir, owner, and assignee, I, O. A. Gerloff, through the authority vested in me through the above described documents, do grant the buyers and owners of lots at Forest Lodge South the Right to use the lake, park, and facilities, as described in paragraph four under Lake Privileges.
- (6) All lot owners as assignees of Lake Privileges under the terms of the 1956 Deed, between George D. Ehrenfried and J. D. Holt Sr., Et Ux and Edgar W. Holt, are obliged to abide by the following restrictions filed in the 1956 Records of Montgomery County, Texas, the same being copied herewith in their entirety:

RULES AND REGULATIONS FOR USE OF LAKE, ROADS AND PARK AREAS

Lake Privileges: All lot owners shall have equal rights and privileges on the lake, park areas, and roads as long as all rules and regulations pertaining thereto are complied with. Violation of these rules and regulations will forfeit that owner's privileges. The lake and park areas may be used for fishing, frogging, swimming, skin-diving, boating, picnics, parties, and outings. No hunting or use of firearms will be permitted. Power for boats shall be limited to electric motors.

Maintenance: An annual fee of \$15.00 shall be paid by each lot owner for each lot, for maintenance, repairs, electricity for pumping water, and general care of the property. Electricity for household purposes will be paid for by the individual lot owner.

Plants, Fish and Wildlife: No water plants of any kind shall be brought into the subdivision or the lake. No fish or wildlife shall be brought into the lake.

Guests: Each lot owner may bring a maximum of 6 guests over 16 years of age in any one month for fishing or frogging. The number of guests for picnics, outings, parties, boating, or swimming is not limited except that prior approval from the control board shall be obtained for the number of guest and the date for an event in which more than 20 people, guests and hosts included, are present.

Structures: No structure shall be built on the lake without prior approval of the control board. Piers shall not extend more than one-third of the distance across the lake nor more than 75 feet beyond the water edge.

Sanitation: No gasoline, oil, sewage, debris, or chemicals shall be permitted to enter the lake.

Game and Fish Laws: All game and fish laws are to be strictly complied with. The following daily limits of fish shall not be exceeded by any one lot owner together with all guests of said lot owner:

30 Bass, 30 Catfish, 200 fish of all kinds in the aggregate, 20 frogs. No seining, except for bait minnows, and no commercial fishing or frogging or any other commercial practices shall be carried on. No trot lines and no lines with more than two hooks shall be used.


Water Service: Water from the service system shall be used only for household purposes. Watering or sprinkling lawns and plants from this source is not permitted. Water shall not be pumped out of the lake.

Entrance Gate: The entrance gate to the subdivision shall be kept under lock. Each lot owner will have a key to the lock. No lot owner will be permitted to let guest have the key to come and go as they please."

EASEMENTS

- (1) In addition to the utility easements of record shown on plats of Forest Lodge South, a twenty foot strip, utility easement, paralleling the lake shall be granted by all lot owners of lots 15 through 30, excluding lots 29 and 30, for the possible establishment and maintenance of water lines and meters within the twenty (20) foot easement area.
- (2) An additional easement for the right of trespass on the same above-mentioned twenty foot strip gives all Forest Lodge South lot owners the right of trespass of the twenty foot strip bordering the entire shoreline of all the Forest Lodge South lots for the purpose of fishing and fishing only. Access to the lake side easement may be gained from the Lake dam at South Park.

MISCELLANEOUS

- (1) No swine, goats, chickens, horses, or cattle may be kept on the premises, nor shall any party make any such use of the premises as to become obnoxious or a nuisance to other lot owners. Horses may be brought in for week-end and/or short time recreational riding, but shall not be stabled on the subdivision.
- (2) 
- (3) Since trees are considered an invaluable asset to this subdivision, and since their care and preservation shall continue to enhance the value of all lots in this subdivision, the following restrictions are designed to regulate the removal of trees so as to have eventual uniformity of appearance from street and road-front views which should result in the pride and pleasure of all lot owners:
 - (a) No lots in this subdivision shall be stripped of the timber thereon for merchantable or any other purpose until the final installment has been made. Clearing for dwellings and other structures in connection therewith are permitted. The removal of underbrush, as well as dead trees will also be permitted.
 - (b) Clearing for a garden, tennis court or any purpose other than those previously mentioned shall be subject to the on-the-spot written approval of the Architectural Control Committee.
- (4) That no noxious, offensive, unlawful or immoral use shall be made of said premises.
- (5) Firearms practice or use within the subdivision is prohibited.
- (6) If a purchaser or purchasers, their heirs or assigns, shall violate or attempt to violate any of these restrictions or covenants, any person owning any lot in said subdivision may prosecute the same for violating or attempting

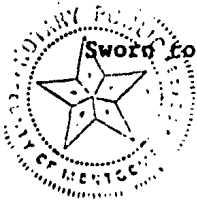
ORIGINAL HERE

to violate the same to prevent any such person or party from doing so, and in addition, the said owner or owners may recover damages or other relief to which they may be entitled as provided by law.

- (7) Invalidation by Court Decree or otherwise of one or more of these restrictions shall not effect or prejudice any other restrictions or covenant herein.
- (8) It shall only be necessary that any deed or any conveyance of the premises located in said subdivision shall refer to these restrictions and covenants as restrictions filed for record under File Number _____ of the County Clerk's office of Montgomery County, Texas, and same shall become a part of said deed the same as if copied therein verbatim.
- (9) The above listed terms, reservations, conditions and restrictions, shall be effective until February 1, 1983 and shall automatically be extended thereafter for successive periods of ten (10) years; provided however, that 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 of said restrictions on either February 1, 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 February 1983 or at any time prior to five (5) years preceeding the expiration of any successive ten (10) year period thereafter.

Dated and signed this the 28th day of February, A.D. 1973.

O. A. Gerloff
O. A. Gerloff, Owner & Developer



Sword do and subscribed before me this 28th day of February, 1973.

Connie Beaul
Notary Public in and for
Montgomery County, Texas.

FILED FOR RECORD
AT 4 O'CLOCK P.M.

FEB 28 1973

ROY HARRIS, Clerk
County Court, Montgomery Co., Tx.
By Ruby Sheffield Deputy