

RESTRICTIONS

274310

ROYAL FOREST SECTION ONE

THE STATE OF TEXAS

§

COUNTY OF MONTGOMERY

§

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Richard Whitworth and Tyler D. Todd, d/b/a Royal Forest Company, hereinafter called the "Owners", of a tract of land in the Jose M. De La Garza Survey, Abstract 15, which has been subdivided and platted as Royal Forest, Section One, as shown by the map thereof, recorded in Volume 9, Page 76 of the Map Records of Montgomery County, Texas, and

WHEREAS, it is deemed to be in the best interests of said Owners and of the persons who may purchase lands described in and covered by the above mentioned plat that there be established and maintained a uniform plan for the improvement and development of the lots covered thereby as a highly restricted and modern subdivision;

NOW, THEREFORE, the Owners of said subdivision, do hereby adopt the following covenants and restrictions which shall be taken and deemed as covenants to run with the lands and shall be binding on these Owners and all parties and persons claiming under it until 25 years from the date of filing these Restrictions at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years each unless, by duly recorded instrument signed by a majority of the property owners in said addition, it is agreed to change said covenants, conditions, and restrictions in whole or in part.

If the Owners or any of their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the above referred subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

(a) All lots in Royal Forest, Section One, shall be used only for residential purposes. All other uses of said property are hereby expressly prohibited.

(b) No residence shall be erected, placed or constructed on any lot which residence contains less than 900 square feet exclusive of open porches, breezeways, carports and garages. No garage may be erected except simultaneously with or subsequent to erection of the residence. All buildings must be completed within six (6) months after laying of foundations, and no structure or house trailer of any kind may be moved onto or built upon any lot without the approval of an Architectural Control Committee composed of Buford York, William Weiner and Tyler D. Todd, or by a representative designated by a majority of the members of said Committee.

In the event of death or resignation of any member of said Committee, the remaining member or members shall have the full authority to approve or disapprove such design and location or to

designate a representative with like authority.

In the event said Committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to sixty (60) days after completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The duties and powers of such Committee and of its designated representatives shall cease on and after January 1, 1978.

Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

(c) No improvements shall be erected or constructed on any lot nearer than twenty-five (25') feet to the front boundary line of any lot (the front property line being that facing the street) nor nearer than five (5') feet to any side property line. If a corner lot, no improvements shall be erected or constructed within ten (10') feet of side property lines adjacent to any street.

(d) No building or structure shall be erected, placed or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by the Owners, or their assigns.

(e) No advertising or "for sale" signs shall be erected on any lot without written approval of the Owners.

(f) No outside toilets may be installed or maintained, and all plumbing shall be connected with a sanitary sewer or septic tank approved by the state and local departments of health. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two coats of paint or Owners shall have specifically approved and noted that the building material employed need not be painted. No septic tank shall be placed within 150 feet of any water well source or otherwise violate any state, local or other law relating to the location of such facilities.

(g) Lots in Royal Forest, Section One, may not be subdivided except with the written permission of the Owners.

(h) No spirituous, vinous, or malt liquors or medicated bitters capable of producing intoxication, shall ever be sold or offered for sale on any residential lot in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of policy, health, sanitary, buildings or fire code, regulation or instruction relating to or affecting the use, occupancy or possession of any of the said sites.

(i) No noxious, offensive, unlawful or immoral use shall be made of any of the lots in Royal Forest, Section One.

(j) No tree or trees may be sold, cut or removed, except to prune the trees, from any lots in Royal Forest, Section One, nor any excavations made by any lot purchaser without written permission from the Owners.

(k) No lot shall be used or maintained as a dumping ground for rubbish or as a pipe yard. Trash, garbage or other waste shall be kept only in sanitary containers. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and shall be removed by purchaser from the lot. Underbrush, weeds or grass shall not be permitted to grow in excess of twelve (12) inches in height on any lot. In the event that Owners must mow the underbrush, weeds or grass on any lot or remove or have removed any trash or junk therefrom the cost of such mowing or removal will be charged to purchaser and purchaser must make payment on such charges within thirty (30) days of demand for payment.

(l) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets.

(m) An assessment of Two (\$2.00) Dollars per month per lot (which shall be paid monthly, semi-monthly or annually) shall run against each lot which purchaser is buying for maintenance of the Park Area and operating costs according to the rules and regulations of Owners. The assessment shall be payable to Owners or its nominee in Houston, Texas, on the first day of May of each year, commencing on May 1, 1972. The decision of the Owners, their nominee or consignee, with respect to the use and expenditure of such assessments shall be conclusive and the purchaser shall have no right to dictate how such funds shall be used. The assessments, together with fees, shall be a charge on each lot and shall be a continuing lien upon the lots against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the purchaser.

(n) An assessment for a water main of Three (\$3.00) Dollars per foot for frontage along the front property line shall run against the lot. This assessment shall be and is hereby secured by a lien against any lot, in the same manner as the maintenance assessment except that the water main assessment shall not become due and payable until such time as the water main has been completed in the street and/or easement running by any lot and water is made available to the purchaser. At that time, the assessment shall be due and payable on demand. Purchaser shall have the right to tap onto said water main and to use the water on the same terms and conditions and at the same rate as other water users on such water main. It is understood, however, that the cost of the tap and the water meter are not included in the assessment and are the purchaser's obligation exclusively. Payment to cover such assessments may be arranged on a satisfactory monthly payment basis over a period of not to exceed two (2) years from date of purchase, with interest to be agreed upon.

(o) Owners reserve to themselves, their heirs and assigns, an easement or right-of-way over a strip along the side, front and rear boundary lines of any lot hereby conveyed for the purpose of installation of public utilities, including but not limited to gas, water, electricity, drainage and sewage and appurtenances to the supply lines therefor, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said lot or lots with no obligation to Seller to supply such services.

(p) In the event, a purchaser desires to resell any lot and/or improvements thereon, it must first be offered for a period (not to exceed ninety (90) days) to the members of the Royal Forest Colony Club.

(q) No firearms or fireworks of any kind shall be discharged on the property.

(r) No oil drilling, oil development operations, oil refining,

quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

The restrictions and protective covenants listed herein apply to all lots designated as residential lots but do not apply to those certain tracts or reserves as shown on the map or plat of Royal Forest, Section One, to-wit:

Reserve "A", a 1.9710 acre tract or parcel of land as shown on the map and plat of Royal Forest, Section One, and designated for unrestricted use.

Reserve "B", a 1.0458 acre tract or parcel of land as shown on the map or plat of Royal Forest, Section One, and designated for unrestricted use.

All of which reserves are subject to all building lines and easements shown on the map or plat of Royal Forest, Section One.

These covenants and restrictions are to run with the land and shall be binding on Purchaser and all persons claiming under him for a period of twenty-five (25) years from the date of filing thereof in the Office of the County Clerk of Montgomery County, Texas. It is provided, however, that the Owners, their heirs and assigns, expressly reserve the right during the first five (5) years of such twenty-five (25) year term to vary the use of any property, notwithstanding the above restrictions, reservations, covenants and easements, should the Owners in their sole judgment deem it in the best interest of any lot in Royal Forest, Section One, to grant such variance or variances.

EXECUTED this 13th day of October, 1971.

ROYAL FOREST COMPANY

By: Richard Whitworth
Richard Whitworth

By: Tyler D. Todd
Tyler D. Todd

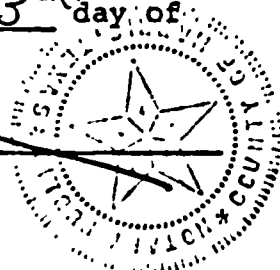
THE STATE OF TEXAS §

COUNTY OF HARRIS §

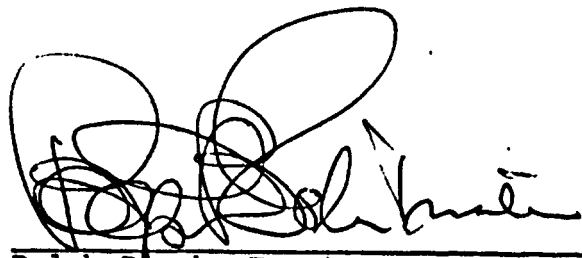
BEFORE ME, the undersigned authority, on this day personally appeared RICHARD WHITWORTH and TYLER D. TODD, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacited therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of October, 1971.

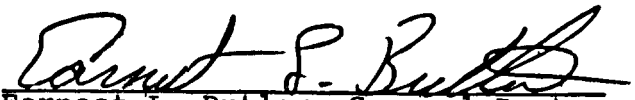
Ann Reese
Notary Public in and for
Harris County, T e x a s

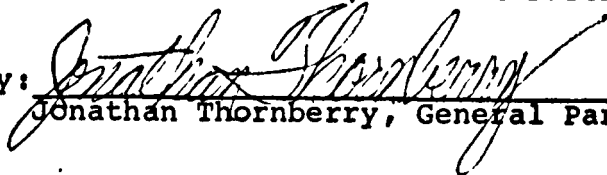


ADDITIONAL JOINDERS:

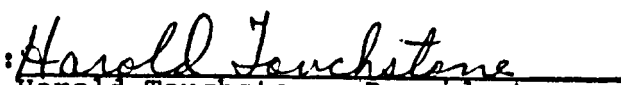

Ralph Block, Trustee

BUTLER-THORNBERRY LUMBER COMPANY,
a Partnership

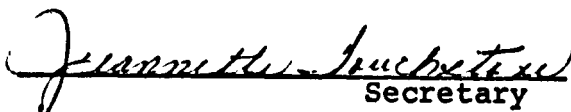
By: 
Earnest L. Butler, General Partner

By: 
Jonathan Thornberry, General Partner

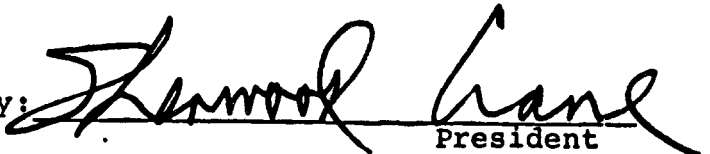
ROYAL FOREST UTILITY COMPANY

By: 
Harold Touchstone, President

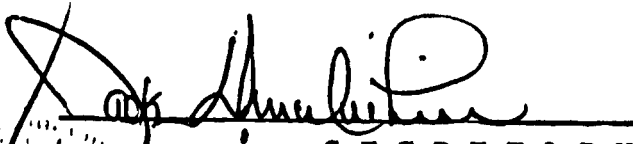
ATTEST:

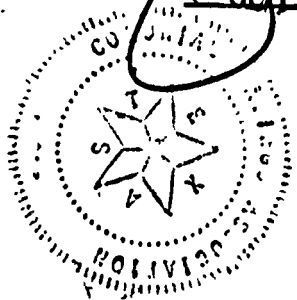

Secretary

COLONIAL SAVINGS ASSOCIATION

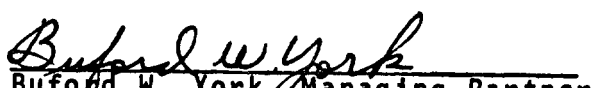
By: 
President

ATTEST:


SECRETARY



YORK CONSTRUCTION COMPANY

By: 
Buford W. York, Managing Partner

THE STATE OF TEXAS

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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared RALPH BLOCK, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of October, 1971.

Kay D. Weldon
Notary Public in and for
Harris County, T e x a s
KAY D. WELDON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, '23

THE STATE OF TEXAS

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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared EARNEST L. BUTLER, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 1971.

Kay D. Weldon
Notary Public in and for
Harris County, T e x a s
KAY D. WELDON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, '23

THE STATE OF TEXAS

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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared JONATHAN THORNBERRY, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of October, 1971.

Kay D. Weldon
Notary Public in and for
Harris County, T e x a s
KAY D. WELDON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, '23

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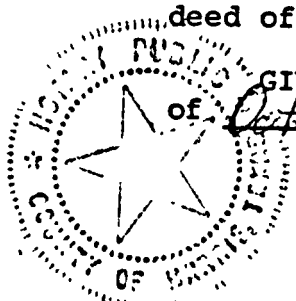
THE STATE OF TEXAS

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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared HAROLD TOUCHSTONE, known to me to be the person whose name is subscribed to the foregoing instrument as President of Royal Forest Utility Company, a 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 19th day of October, 1971.

Herbert M. Dougherty

Notary Public in and for
Harris County, T e x a s

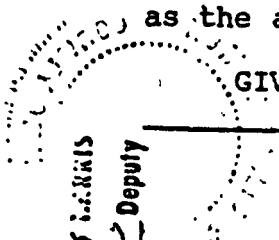
THE STATE OF TEXAS

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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Sherwood Greer, known to me to be the person whose name is subscribed to the foregoing instrument as President of Colonial Savings Association, a 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 26th day of October, 1971.

Wanda Greer

Notary Public in and for
Harris County, T e x a s

THE STATE OF TE XAS

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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared BUFORD W. YORK, known to me to be the person whose name is subscribed to the foregoing instrument as Managing Partner of York Construction Company, a partnership, 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 partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 18th day of October, 1971.

Kay D. Weldon

Notary Public in and for
Harris County, T e x a s

KAY D. WELDON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1979



Filed for Record at 11 o'clock A. M. 11/1/1971 KLS:KRLS
Clerk County Court, Montgomery Co., Texas By Deputy