

7723092

RESTRICTIONS
CLEAR CREEK FOREST SUBDIVISION,
SECTION 10

DEEDS

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY § KNOW ALL MEN BY THESE PRESENTS:

THAT, in order to insure to all purchasers of property in the above described CLEAR CREEK FOREST SUBDIVISION, SECTION 10, a Subdivision in the DORINDA M. GOHEENE Survey, Abstract No. 234, Montgomery County, Texas, according to the map or plat thereof recorded in Volume B, Page 74, of the ^{PLAT} ~~Deed~~ Records of Montgomery County, Texas, that all properties situated therein will be developed and maintained in a uniform manner to the mutual benefit of all owners and future owners thereof, MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST (hereinafter sometimes called "Subdivider"), a Texas corporation with offices and principal place of business in The Woodlands, Montgomery County, Texas, the present owner of all of said properties, acting herein by and through its duly authorized officers, does hereby ADOPT, ESTABLISH, and IMPOSE the following reservations, restrictions, covenants and conditions upon said properties which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the present owners, their respective successors and assigns, and to each and every purchaser of any of said properties, their respective heirs, legal representatives, successors and assigns, to-wit:

1. These conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until January 1, 1993, and shall be automatically extended for successive ten (10) year periods thereafter unless on or before one (1) month prior to the end of any such period of time three-fourths (3/4ths)

of the owners of tracts of land in said subdivision shall agree in writing, properly executed and recorded in the Office of the County Clerk of Montgomery County, Texas, to amend or repeal such restrictions.

2. These conditions and restrictions may be amended at any time when three-fourths (3/4ths) of the owners of tracts of land in said subdivision shall agree in writing, properly executed and recorded in the Office of the County Clerk of Montgomery County, Texas, to amend or repeal such restrictions. The three-fourths vote shall be computed on the basis of one vote per tract regardless of ownership of more than one tract.

3. . All numbered lots in Clear Creek Forest, Section 10, shall be used for residential purposes only. No noxious or offensive trades or activities shall be carried on upon any of the lots or tracts in said subdivision, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in the area. No lot or tract shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the laws of the local, State or Federal governments. No animals shall be raised or maintained on the property in such manner or with such lack of care as to cause offensive odors or noises or so as to otherwise be a nuisance or annoyance to persons of ordinary sensitivity.

4. No residence shall be built or maintained on any lot in said subdivision having less than twelve hundred square feet of living area, exclusive of garages and open porches. Residences shall be built at least fifty (50) feet from the right-of-way line of the dedicated roadway on which the lot fronts, except that

all those lots fronting on Nichols Sawmill Road shall have a minimum setback line of seventy-five (75) feet from the right-of-way line. (In this connection, a corner lot is deemed to front on the right-of-way adjacent to the lot line having the shortest dimension.) The exterior of each residence shall be finished and, if of a material other than brick, stone, asbestos or other material not commonly decorated or painted, shall be painted with at least two coats of paint. No tent, trailer, bus, basement, shack, barn, portable structure, or other outbuildings shall at any time be used as a residence, either temporarily or permanently. All outbuildings shall be located to the rear of the residence except that garages may be attached to the residence. Purchaser shall submit to and obtain approval of the Subdivider of any plans for primary or secondary buildings, before commencement of work, to determine architectural suitability and conformity with restrictions. Should the Subdivider not disapprove plans so submitted within twenty (20) days from submission, such plans will be deemed to have been approved. When construction of any improvement is begun, it shall be completed with reasonable diligence and no construction material or equipment shall be stored on the property except as construction is begun and continued with reasonable diligence. Only one main residence and one secondary residence (for guests or servants) shall ever be built or maintained on any tract or building site. Provided, however, that more than one main residence may be built on a tract or building site if the plot plan and architectural plans are first approved in writing by the Subdivider. This provision shall not be construed to permit resubdivision of a tract as hereinafter prohibited. The moving of used buildings onto

any building site in the subdivision is prohibited unless such building is first inspected and approved in writing by the Subdivider. This right of inspection and right to approve plans may be delegated to a successor by written recorded instrument, and such successor may be a person, persons, corporation or civic club.

5. Whenever a residence is established on any tract it shall provide an inside toilet and shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with such tract. No cesspool shall ever be dug, used or maintained on any parcel of land in said subdivision, and drainage of septic tanks or sewerage into roads, streets, and alleys, ditches, ravines, or upon the open ground shall be prohibited and such prohibitions shall be enforceable as any other violation of these restrictions by any resident in the subdivision or by public body. The purchaser of a parcel of land in said subdivision shall, upon constructing any residence upon his tract, or any person making use of his tract of land, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property and shall fill in sufficient dirt over and around same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch. The minimum size of the culvert shall be 18 inches in diameter with not less than a 1.75 square foot waterway opening.

6. No road, street or other vehicular passageway shall ever be opened through any tract in said subdivision EXCEPT as may be deemed reasonably necessary by Subdivider, its successors or assigns, for the good development of the subdivision.

7. All tracts in said subdivision are sold subject to easements for public utilities as may be already existing, or as may become reasonably necessary for the Subdivider, its successors or assigns, to create in the future, right to do so being hereby reserved, so as to permit good development of the subdivision and provide the necessary utilities.

8. All tracts of land in said subdivision are sold subject to roads, easements and building lines as shown on the plat of said Section 10 of Clear Creek Forest Subdivision as referred to above.

9. The use or discharge of firearms in the subdivision is expressly prohibited.

10. The Subdivider or any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of these covenants or restrictions, and either prevent such person or persons, from so doing by prohibitive or mandatory injunction, and to recover damages for such violation. It is further stipulated that the invalidation of any or more of these covenants, restrictions or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all of such other provisions shall remain in full force and effect.

11. Bank of the Southwest National Association, Houston, and Great Southern Life Insurance Company (the "Lienholders") join in the execution hereof to evidence the Lienholders' consent to all of the reservations, restrictions, covenants, and conditions adopted, established and imposed hereby with respect to the hereinabove described property.

This instrument may be executed in counterparts.

IN WITNESS WHEREOF, MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on this the 31st day of May, 1977.

OWNER:

MITCHELL DEVELOPMENT CORPORATION
OF THE SOUTHWEST

ATTEST:

Michael Dreiss
Assistant Secretary

By: Edward Dreiss *ED*
Senior Vice President

LIENHOLDERS:

BANK OF THE SOUTHWEST, NATIONAL
ASSOCIATION

ATTEST:
B. L. Litherland
Authorized Signature

By: W. W. Litherland
Vice President

ATTEST:

GREAT SOUTHERN LIFE INSURANCE
COMPANY

Secretary

By: Vice President

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Edward Dreiss, known to me to be the person whose name is subscribed to the foregoing instrument as Senior Vice President of MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST, 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 31st day of May, A.D. 1977.

Mary A. Simpson
Notary Public in and for
Montgomery County, Texas