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RESTRICTIVE COVENANTS

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FOSTORIA OAKS SUBDIVISION

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

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KNOW ALL MEN BY THESE PRESENTS:
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WHEREAS, THE FOSTORIA COMPANY herein referred to as "Developer" is the owner of the following tract of land in Montgomery County, Texas, to-wit:

FOSTORIA OAKS, a subdivision of three (3) sections and 534.1392 acres of land in the THOMAS DEVERS SURVEY, A-790, Montgomery County, Texas, and the T. J. WILLIAMS SURVEY, A-593, Montgomery County, Texas, according to the maps or plats thereof recorded in Cabinet H Pages or Sheets 75A & B, 76 A&B and & 77 A & B of the Map Records of Montgomery County, Texas.

WHEREAS, Developer intends to subdivide such property into lots to be sold for residential purposes, such subdivision to be recorded and known as FOSTORIA OAKS SUBDIVISION; and

WHEREAS, the Developer desires that each Lot out of the property shall be subject to the covenants, conditions and restrictions herein contained; and

NOW, THEREFORE, THE FOSTORIA COMPANY, the owner of the property herein described, do hereby set forth the following covenants, conditions and restrictions to the above described property.

ARTICLE I.

Definitions

Section One. "Owner" shall mean and refer to the record owner of a lot in FOSTORIA OAKS SUBDIVISION, Sections 1 through 3 inclusive, a recorded subdivision in Montgomery County, Texas, being out of and a part of the above described property.

Section Two. "Developer" shall mean and refer to THE FOSTORIA COMPANY.

Section Three. "Lot" shall mean and refer to a Lot out of and a part of the said FOSTORIA OAKS SUBDIVISION, a recorded subdivision, or a subdivision to be recorded in Montgomery County, Texas.

Section Four. "Subdivision" shall mean and refer to FOSTORIA OAKS SUBDIVISION, Sections 1 through 3 inclusive, a recorded subdivision or a subdivision to be recorded and located out of and a part of the above described property.

ARTICLE II

Use Restrictions

Section One. Restrictions.

1. No cesspool is ever to be dug, used or maintained on any Lot, and whenever a residence is established on a lot, all toilets are to be connected with sewage disposal systems of a type approved by local and state health agencies. All systems are to be maintained by the Owner

at all times, in a proper and sanitary condition and in accordance with applicable state and county regulations. Any sewage system is to be located in the area behind the residence. The drainage of septic tanks into any road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.

2. Drainage structures under private driveways are to have a net drainage opening area of sufficient size to permit the free flow of water without back-water. Culvert or bridges must be used for driveways and/or walks and shall be constructed of concrete pipe and of a size not less than eighteen inches (18") in diameter or of a greater size and more stringent construction requirements in accordance with county specifications.

3. All Lots will be used for residential purposes only. One modern mobile home may be located on a Lot, provided that said mobile home is not more than three (3) years old at the time it is moved onto such Lot, and not less than fourteen feet (14') wide and not less than sixty feet (60') in total length or fifty-six (56') feet of box length, excluding porches and garages. If a mobile home is a double-wide, then it is to be of not less than fifty-two feet (52') in total length or forty-eight feet (48') of box length and twenty-eight feet (28') wide. The requirement that a mobile home be no more than three (3) years old at the time it is moved onto a Lot may be varied by the Developer. To be eligible for a variance, a mobile home must be inspected by Developer's designated agent prior to its installation on a Lot and found by such agent, in his sole discretion, to be suitable in quality, appearance, workmanship and condition. The Developer will be under no obligation to vary the age limitations for mobile home but may do so if it shall so elect. No variation of size requirements for mobile homes will be permitted.

4. Not more than one family will be permitted to reside on any Lot. No part of any Lot is to be used for any purpose other than a one (1) family residential dwelling. Not more than one (1) such residential dwelling will be allowed on any Lot. Additions, awning, carports, cabanas or utility rooms must be of aluminum or other suitable metal or material and must be approved in writing by Developer or Developer's duly authorized agent. Developer reserves the right to allow construction of normal residential structures on each Lot. In the event such residential structures are built, Developer reserves the right to approve the building plans and specifications. No used or second-hand houses may be moved onto a Lot in the subdivision. A Conventional residence constructed on any Lot is to contain a minimum square footage of one thousand two hundred feet (1,200') of living space, exclusive of porches and garages. Once construction has started upon a building of any type, it is to be completed within nine (9) months from the time construction is commenced.

5. No building, trailer, mobile home, fence, wall or any other structure or plantings is to be commenced, placed, erected, or maintained nor will any addition thereto or alteration thereof be made until plans and specifications showing the nature, time, shape, materials to be

used, and floor plans are submitted to and approved in writing by Developer or Developer's agent.

6. No person will be allowed to inhabit any dwelling on any tract until a septic tank and septic lines have been installed meeting Montgomery County Health Department's requirements.

7. No part of any Lot contiguous to a street will be filed, excavated, or the contour thereof changed without the written consent of Developer or Developer's agent.

8. Nothing may be done by an Owner, his grantees, or assigns which will result in changing or altering or interfering with the existing drainage of water across a Lot or adjacent property. It is agreed that Owners will use streets in a safe, lawful, reasonable and courteous manner, and that any damage to Developer or others caused by Owner's failure to use such streets in the applicable manner will be the sole responsibility of Owner.

9. All Lots and adjacent roadways are to be kept in a neat and orderly condition. Grass and wood will be cut regularly and trash, junk, and refuse will not be kept or allowed on any Lot, nor will unsightly articles, objects or things be placed thereon, including, but not limited to, any motor vehicle not in operating condition and without current license plates. No construction equipment or dump trucks may be parked on any Lot. No nuisance is to be maintained nor any obnoxious or offensive activity is to be conducted upon any Lot nor will anything be done which is or may become an annoyance or nuisance to the neighborhood. Discharge of firearms is strictly prohibited in the Subdivision. In the event of default in the strict performance of this covenant, Developer or Developer's agent, may, without notice to the Owner thereof, enter upon the premises and cut the grass and weeds thereon and remove and dispose of the trash, junk and unsightly articles or objects and perform any other work necessary to maintain the quality of the Subdivision. Developer or Developer's agents shall render a written statement of the expenses thereof to the Owner of said Lot, who will immediately pay the full amount thereof in cash. All such amounts are secured by vendor's lien upon and against the Lot where work has been performed. The necessity of performance of such work is to be within the sole discretion of the Developer or Developer's agents.

10. No outside clothes line can be constructed or maintained on any Lot within sight of the street. The burning of garbage or trash or other debris on any Lot is prohibited. No building is permitted to be placed nearer than fifty (50') feet from any property line. Immediately after or before moving a mobile home on any Lot, it is necessary that a building permit be secured from the office of the County Engineer, Permit Division, Montgomery County Courthouse, Conroe, Texas.

11. Developer, its successors and assigns, reserves the right to build, maintain, repair, sell, grant or lease all utilities in all streets in the Subdivision and over, under, above, along, and across all easements to those areas on each Lot with respect to which easements are shown

on a recorded subdivision plat relating thereto and to the extent not inconsistent with any other easements shown on any such plat, to a strip of land within the Lot lines of each Lot fifteen (15') feet in width along the street side or sides and the rear of the Lot and thirteen (13') feet in width along all interior sides of each Lot and to grant or deny any connections to areas outside the Subdivision. All distances are to be measured in each case from the Lot line toward the center of the Lot, including easements for underground electric service lines which will extend through and under each Lot in order to service the structure thereon, and the area above any underground service lines, extending two and one-half (2-1/2) feet to each side of said underground electric service lines, which areas are subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacement and removal of any underground facilities by the utility company, and said Owner is to ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions. Any utility easement area may be cleared, and kept clear by any utility company of all structures, trees, bushes and other growth, including any overhanging branches from trees, or protrusions from structures located upon adjacent property.

12. The right of entry to any easement or street area for the purpose of building, maintaining, or repairing, utility lines is expressly reserved unto Developer, its agents, successors and assigns. Developer or its respective agents, successors and assigns who utilize any such easement area shall be responsible for leaving such easement area in good condition and repair following such work or activity in said easement or street area. Title to any Lot or portion thereof will not include title to any utility lines in, under or on any easement or street area. Developer expressly reserves the right for itself, its successors and assigns to construct and operate, maintain, repair, remove and replace utility lines on the easement or street area, and it is expressly provided that erection and installation of any such lines and appurtenances in such easement or street area under any rights granted by Developer will not constitute a dedication of such lines and appurtenances, either private or public, and that conveyance of a Lot will not convey any right to any utility lines located in any easement crossing or abutting such Lot.

13. No sign or advertisement is permitted to be placed on any Lot except one sign not larger than two feet by four feet (2' X 4') to advertise for sale the property, lease or rent, and no business of any type, kind, character, nor any occupation or profession for commercial gain or benefit is permitted to be conducted on any Lot.

14. Except to provide space for a residential dwelling, no tree or trees may be sold, cut or removed from this property without written permission from the Developer or Developer's agents until fifty per cent (50%) of the purchase price has been paid by the Owner.

15. No Lot in the Subdivision may be resubdivided in any fashion.

16. All Lots whereon mobile homes are located must have foundations skirted in the materials of either brick, metal, vinyl or wood within one hundred twenty (120) days after moving on to a Lot. Wood and metal must be painted or stained.

17. Each mobile home placed upon any Lot must have tie-downs meeting or exceeding the standards established by all applicable local or state law.

18. No temporary structures such as a trailer, tent, shack, shed, storage room or garage may be used at any time on any building site in this Subdivision as either a temporary or permanent residence. Neither may any temporary structure be permitted to be placed on any Lot unless the permanent residence or mobile home has first been constructed or placed prior to such time.

19. Ditches and culverts will be kept open and only culverts of a size recommended by the county shall be installed. No trees, brush or building materials or any other material may be stacked or piled in roads or ditches.

20. Dogs, cats or household pets may be kept on a Lot so long as they are not kept, bred or maintained for any commercial purpose. Cattle and horses may be kept for personal use only. The number of permitted animals will vary based on the number of acres of property owned. Two (2) animals will be permitted on Lots of at least three (3) acres but not less than five (5) acres; three (3) animals on Lots of at least five (5) acres but less than seven (7) acres; and four (4) animals on seven (7) or more acres. No hogs, goats or other animals generally considered to be undesirable in a residential sub-division may be raised, bred or kept on any Lot. None of the animals permitted to be kept as described above may be placed on any Lot until a suitably fenced enclosure for the number and type of animal or animals is constructed. A fenced enclosure for animals may only be located behind the dwelling located on such Lot. Nothing herein will exempt or except the keeping of animals, livestock or poultry from the covenants against nuisances anywhere herein contained. Any livestock enclosure which is overcrowded or not adequately maintained and clean, or which presents an unkept appearance or produces noxious odors may be declared a nuisance by the Developer or its designated agent, and ordered removed from the land, which action if taken in good faith, shall be conclusive upon the question of nuisance.

21. Each Owner of a Lot binds and obligates himself through purchase of the said Lot or Lots to maintain the same at his own expense in a neat and presentable manner.

22. Each Owner will, at his sole cost and expense, repair all buildings or other improvements of any character on his Lot, keeping the same in a condition comparable to the condition of such building or other improvements at the time of their initial construction, excepting only normal wear and tear.

23. If all or any portion of a building or other improvements located on any Lot be

damaged or destroyed by fire or other casualty, it is the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct the same in the manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction must be undertaken within two (2) months after the damage occurs and must be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners. Notwithstanding anything contained in this Paragraph 23 to the contrary, the Owner of the Lot upon which a building or other improvement has been damaged or destroyed will not be required to so rebuild, repair or reconstruct if the building or other improvement which has been so damaged or destroyed is removed from the Lot and provided further, the Lot remains in a sanitary, healthful and attractive condition.

24. Notwithstanding any other provision herein contained to the contrary, Developer for itself, its successors and assigns, reserves the right to utilize a Lot or Lots for purposes of conducting the commercial enterprise of selling Lots in the Subdivision and in this regard may use a temporary structure or structures and signs not conforming to other requirements hereof for the purpose of such enterprise.

25. The restrictions and covenants are to run with the land and shall be binding on all of the parties and all persons until January 1, 2015, at which time such covenants will be automatically extended for successive periods of ten (10) years, unless the Owners of 75% or more of the Lots in the subdivision agree in writing to change the covenants or restrictions in whole or in part.

ARTICLE III

Property Subject to Covenants, Conditions and Restrictions

The covenants, conditions and restrictions created herein and established for the benefit of and are applicable to all Lots in the FOSTORIA OAKS SUBDIVISION.

ARTICLE IV

General Provisions

Section One. Enforcement.

In the event of any violation or attempted violation of any of the provisions hereof, including any of the reservations, easements, covenants, conditions, or restrictions herein contained, enforcement is to be authorized by any proceeding at law or in equity against any person or persons violating or attempting to violate any of such provisions, including but not limited to, a proceeding to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the

violation of such provision. Any person found to have violated or to have attempted to violate any of the provisions hereof in any proceeding at law or in equity hereby agrees to pay to the opposite party reasonable attorney's fees for the services of the opposite party's attorney in the action or proceeding such fees to be fixed by the Court. It is lawful for the Developer or any person or persons owning property in the Subdivision to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any of such provisions. Failure by any person entitled to enforce the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter.

Section Two. Severability.

Invalidation of any of those covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

EXECUTED this the 30 day of January, 1995.

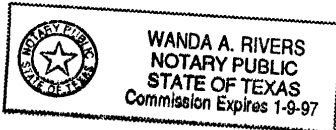
THE FOSTORIA COMPANY

BY: 

THE STATE OF TEXAS

COUNTY OF LIBERTY

This instrument was acknowledged before me on this the 30TH day of January, 1995, by Louis J. Meyer, Jr., the Vice President of THE FOSTORIA COMPANY.



Wanda A. Rivers
Notary Public in and for
the State of Texas
My Commission Expires 01-09-97
Wanda A. Rivers
Printed Name of Notary

FILED FOR RECORD

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the official Public Records of Real Property of
Montgomery County, Texas.

JAN 31 1995



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

Hailey / Sadler Properties, Inc
Steele Hailey
2912 W. Davis S. 110
Comal, Tex 77304