

7514020

DEEDS

DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS.

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, B. G. D'AMICO and wife, AGNES CECILIA D'AMICO are the owners of all that certain real property located in Montgomery County, Texas, described as follows:

SEE EXHIBITS "A", "B", and "C" ATTACHED
HERETO AND MADE A PART HEREOF FOR ALL
PERTINENT AND LEGAL PURPOSES.

WHEREAS, the said B. G. D'AMICO and wife, AGNES CECILIA D'AMICO Desire to create and impose certain covenants, conditions, restrictions and easements upon said property for the purpose of protecting the value and desirability of said property,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the said B. G. D'AMICO and wife, AGNES CECILIA D'AMICO do hereby establish and adopt the following covenants, conditions, restrictions and easements to apply to said real property hereinabove described.

1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on the property hereinabove described other than one detached single-family residential dwelling not to exceed two stories in height, a private garage and bona fide servants quarters which structures shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the property hereinabove described or by domestic servants employed on the premises.

2. Architectural Control. No buildings or improvements of any character shall be erected or placed or the erection begun, or changes made in the design thereof after original construction, on the property hereinabove described until the construction plans and specifications and a plan showing the location of the structure or improvements has been submitted to and approved by the Architectural Control Committee consisting of B.G. D'AMICO and AGNES CECILIA D'AMICO as to compliance with these restrictions, as to quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation.

In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required plans and specifications, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

3. Prohibited Use. The property described in the Exhibits attached hereto shall not be used as a retreat, recreational center, conference center or any other related activities by the employees of a corporation or members of any organized group.

4. Minimum Square Footage Within Improvements. The living area on the ground floor of the main structure exclusive of one-story open porches and the garages shall not be less than 1,800 square feet for one-story dwellings nor less than 2,400 square feet for a dwelling of more than one story.

5. Utility and Road Easements. An easement thirty (30) feet wide along the entire westerly side of the tract described in Exhibit "A" and an easement ten feet wide along the westerly side of the tract described in Exhibit "B" attached hereto are hereby reserved and dedicated for the installation, use and maintenance of utilities and drainage facilities and as private roadways for ingress and egress. Said utility and private roadway easements shall be utilized to furnish utilities and ingress to and from the property described in the Exhibits attached hereto. In addition, said utility and roadway easements may be utilized by B. G. D'Amico and wife, Agnes Cecilia D'Amico, their heirs and assigns to furnish utilities to and as a means of ingress and egress to and from any all property now or hereinafter owned by B. G. D'Amico and wife, Agnes Cecilia D'Amico situated in the E. Collard Survey, Abstract No. 7, Montgomery County, Texas, or any portion or portions of said property. No utility company, water district or other authorized entity or political subdivision using the easement herein referred to shall be liable for any damage done by them or their agents, employees, servants or assigns, to shrubbery, trees, flowers or other property of the owner of the property described in the Exhibits attached hereto situated within any part of the aforesaid easements and right-of-ways.

An easement ten(10) feet wide along the entire easterly side of the tract described in Exhibit "A" attached hereto is hereby reserved and dedicated for the installation, use, maintenance and repair of utilities. As used herein, the word "utilities" shall include, but not be limited to, gas, telephone, water, electric, sewage, and drainage facilities. B. G. D'Amico and wife Agnes Cecilia D'Amico hereby reserve unto themselves, their heirs and assigns, the right, privilege and license to install, use and maintain in said 10 foot wide easement all equipment necessary to provide utility service to the property described in the Exhibits attached hereto and to any and all property now or hereinafter owned by B. G. D'Amico and wife, Agnes Cecilia D'Amico situated in the E. Collard Survey, Abstract No. 7, Montgomery County, Texas, or any portion or portions of said property. B. G. D'Amico and wife Agnes Cecilia D'Amico do hereby reserve unto themselves, their heirs and assigns, the right, privilege and license to connect water lines and related appurtenances into an existing water well situated on the tract of land described in Exhibit "C" attached hereto and made a part hereof for all purposes in order that B. G. D'Amico and wife Agnes Cecilia D'Amico, their heirs and assigns may, at their option, provide water and related services to lands owned or hereinafter owned by B. G. D'Amico and wife Agnes Cecilia D'Amico, or any portion or portions thereof. In the event B. G. D'Amico and wife, Agnes Cecilia D'Amico, or their heirs and assigns so decide to utilize the rights and privileges herein reserved, the cost and expense of the installation of said utility services in said easement shall be borne by B. G. D'Amico and wife, Agnes Cecilia D'Amico, or their heirs and assigns, provided however that the owner of the property

described in the Exhibits attached hereto shall bear the cost of installation of service lines from said easement to the structures to be served.

In the event B. G. D'Amico and wife, Agnes Cecilia D'Amico, or their heirs and assigns, at their sole and exclusive option, decide to construct a sewer system to serve and benefit lands now owned or hereinafter owned by B.G. D'Amico and wife, Agnes Cecilia D'Amico, or their heirs and assigns, situated in the E. Collard Survey, Montgomery County, Texas, the owner of the property described in the Exhibits attached hereto shall be obligated to utilize said sewage facilities upon thirty (30) days written notice from B. G. D'Amico and wife, Agnes Cecilia D'Amico, or their heirs and assigns, that said sewage system is operational. The owner of the property described in the Exhibits attached hereto shall at his own expense install any and all service lines and related equipment necessary to connect any residential dwelling situated on the property described in the Exhibits attached to said sewage system. Upon the utilization of said sewage system, said owner shall pay the same service rates imposed for the use of said system by others utilizing said system.

6. Prohibition of Offensive Activities. No activity, whether for profit or not, shall be carried on on any lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on the property which may be or may become an annoyance or a nuisance to the surrounding area. The use or discharge of firearms is expressly prohibited on any part of the property.

7. Storage. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind, or portable buildings are to be permanently stored in the private roadway or on driveways. Permanent and semi-permanent storage of such items and vehicles must be screened from view, either from within a garage or behind a fence which encloses the rear of the property.

8. Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations shall be permitted upon the property. No derrick or other structures designed for the use in boring for oil or natural gas shall ever be erected, maintained or permitted upon the property.

9. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Common household pets must be kept on the property or on a lease at all times.

10. Signs, Advertisements, Billboards. No sign, advertisement or billboard or advertising structure of any kind may be erected on the property except one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction period.

11. Property Maintenance. The owners or occupants of the property shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use the property for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything (except by use of an incinerator and then only during such hours as permitted by law). The drying of clothes in full view is prohibited. In the event of default on the part of the owner or occupant of the property in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, B.G. D'Amico and wife, Agnes Cecilia D'Amico, or their heirs or assigns, shall without liability to the owner or occupant in trespass or otherwise enter upon said property and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said property in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such property for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. The owner of the property agrees to repair and maintain that portion of the private roadway located within and along the entire westerly side of the tract described in Exhibit "A" attached hereto at his sole cost and expense.

12. Availability of Utilities. B. G. D'Amico and wife, Agnes Cecilia D'Amico, their heirs or assigns, make no representations or warranties of any nature either expressed or implied as to the availability of utility service to the property described in the Exhibits attached hereto, including but not limited to the availability water, gas, sewage, telephone, and electric service.

13. Recreational Easement. B. G. D'Amico and wife, Agnes Cecilia D'Amico hereby reserve unto themselves, their heirs and assigns, and easement on, over, and across all of the property described in Exhibit "B" attached hereto, for the purpose of providing for the free and uninterrupted access to and use of a private lake, a portion of said lake being and lying in the property described in Exhibit "B" attached hereto. In addition to the foregoing, B.G. D'Amico and wife, Agnes Cecilia D'Amico hereby reserve unto themselves the right and privilege to confer similar rights of ingress to and from and use of said lake to parties acquiring lots, tracts or parcels of land out of any property now or hereinafter owned by the said B.G. D'Amico and wife, Agnes Cecilia D'Amico, or their heirs and assigns, situated in the E. Collard Survey, Abstract No. 7, Montgomery County, Texas. No fencing or materials of any kind shall be placed in or upon the tract described in Exhibit "B". The said B.G. D'Amico and wife, Agnes Cecilia D'Amico shall have no responsibility for the maintenance of said lake nor any responsibility for injuries incurred by anyone using said lake.

14. Enforcement. B.G. D'Amico and wife, Agnes Cecilia D'Amico, their heirs, executors, administrators and assigns shall have the right

to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

16. Duration and Amendment. The covenants, conditions, restrictions, and easements of this Declaration shall run with and bind the property, and shall inure to the benefit of, and be enforceable by, B.G. D'Amico and wife, Agnes Cecilia D'Amico, or their heirs, executors, administrators, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument executed by B.G. D'Amico and wife, Agnes Cecilia D'Amico and the owner of the property. No amendment shall be effective until recorded in the Deed Records of Montgomery County, Texas.

Executed by the said B.G. D'Amico and wife, Agnes Cecilia D'Amico
this 9TH day of July, A.D. 1975.

B. G. D'Amico
B. G. D'AMICO

Agnes Cecilia D'Amico
AGNES CECILIA D'AMICO

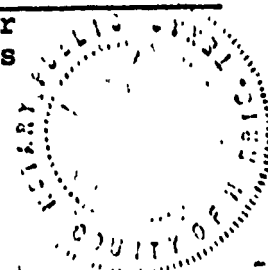
STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared B.G. D'Amico and wife, Agnes Cecilia D'Amico, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9TH day of July, 1975.

John D. Lamb
Notary Public in and for
Harris County, Texas



FIELD NOTES

BEING 0.3995 acres of land in the E. Collard Survey, A-7, Montgomery County, Texas, and being a part of a 5.935 acre tract recorded in Vol. 238, Pg. 6-10 of the County Deed of Trust Records, said 0.3995 acres being described as follows:

BEGINNING at an iron rod set for corner in the east line of above mentioned 5.935 acre tract, said rod being S. 13°21'10"W., 126.34 feet from its N.E. Corner;

THENCE S. 13°21'10" W. continuing along the east line of 5.935 acres for a distance of 105.00 feet to an iron rod set for corner;

THENCE N. 83°44'50" W. for a distance of 233.91 feet to an iron rod set for corner;

THENCE N. 12°36'10" E. for a distance 45.00 feet to an iron rod set for corner;

THENCE N. 82°26'25" E. for a distance of 231.41 feet to an iron rod set for corner, same being N.W. Corner of a 65.4 square foot parcel of land;

THENCE S. 13°21'10" W. for a distance of 10.00 feet to an iron rod set for S.W. Corner of said parcel;

THENCE N. 82°26'25" E. for a distance of 7.00 feet to an iron rod set for S.E. Corner of said 65.4 square foot parcel;

THENCE N. 13°21'10" E. for a distance of 10.00 feet to an iron rod set for its N.E. Corner;

THENCE N. 82°26'25" E. for a distance of 10.7 feet to the point of beginning and containing 0.3995 acres of land, which includes a 10 foot utilities easement along the east line of above described tract and a 30 foot wide Roadway Easement along the west line of same.

EXHIBIT "A"

Being 0.134 acres of land in the E. Collard Survey, A-7, Montgomery County, Texas, and being part of a 5.935 acre tract recorded in Vol. 238, Pages 6-10 of the County Deed of Trust Records, said 0.134 acres being described as follows:

COMMENCING at an iron rod set for corner in the east line of above mentioned 5.935 acre tract, said rod being S.13°21'10"W., 126.34 feet from its N.E. corner;

THENCE S. 13°21'10" W., continuing along the E. line of 5.935 acres for a distance of 105.00 feet to an iron rod set for corner;

THENCE N. 83°44'50" W., for a distance of 233.91 feet to an iron rod set for corner and the PLACE OF BEGINNING of the herein described tract;

THENCE N. 12°36'10" E., for a distance of 45.00 feet to an iron rod set for corner;

THENCE N. 72°22'20" W., for a distance of 108.21 feet to a point for corner in the center line of a roadway easement;

THENCE S. 44°51'40" W., along said center line for a distance of 56.77 feet to a point for corner;

THENCE S. 74°42'50" E., for a distance of 138.24 feet to a point for corner and the PLACE OF BEGINNING of the herein described tract and containing 0.134 acres of land, which includes a roadway easement along the westerly line of the above tract.

FIELD NOTE DESCRIPTION FOR 65.4 SQUARE
FOOT PARCEL OF LAND OUT OF A 0.401 AC.
TRACT IN THE E. COLLARD SURVEY, A-7,
MONTGOMERY COUNTY, TEXAS, ALSO BEING A
PART OF A 5.935 ACRE TRACT RECORDED IN
VOL. 238, PG. 6-10 OF THE COUNTY DEED
OF TRUST RECORDS, SAID 65.4 SQUARE FOOT
PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCING at an iron rod at fence corner for N.E. Corner of
above mentioned 5.935 acres of land;

THENCE S. $13^{\circ}21'10''$ W. along the east line of same for a
distance of 126.34 feet to an iron rod marking the N.E. Corner
of said 0.401 acre tract;

THENCE S. $82^{\circ}26'25''$ W. along the north line of same for a distance
of 10.7 feet to an iron rod set for corner and BEGINNING POINT
of herein described Parcel of land, said iron rod being in the
west line of a 10 foot Utility easement on said 0.401 acres;

THENCE S. $82^{\circ}26'25''$ W. continuing along the north line of
0.401 acre tract for a distance of 7.0 feet to an iron rod
set for corner;

THENCE S. $13^{\circ}21'10''$ W. on a line parallel to the east line of
said 0.401 acres for a distance of 10.0 feet to an iron rod
set for corner;

THENCE N. $82^{\circ}26'25''$ E. on a line parallel to the north line of
0.401 acre tract for a distance of 7.0 feet to an iron rod
set for corner in the west line of a 10 foot Utility easement
on said 0.401 acres;

THENCE N. $13^{\circ}21'10''$ E. along the west line of said 10 foot
Utility easement on a line parallel to the east line of said
0.401 acre tract for a distance of 10.0 feet to the point
of beginning and containing 65.4 square feet of land.

EXHIBIT "C"

FILED FOR RECORD
AT 2 O'CLOCK PM

JUL 11 1975

ROY HARRIS, Clerk
County Court, Montgomery Co., Tx.
By [Signature] Deputy

→ RETURN TO:
USLIFE Title Company of Houston
2328 Fannin St.
Houston, Texas 77002
GP 65407-T