

201814

VOL 635 PAGE 497  
RESTRICTIONS

DEEDS

STATE OF TEXAS |  
COUNTY OF MONTGOMERY |

WHEREAS, the rights and interests of each property owner in Lake Conroe Heights (Sections 1, 2, 3 and 4) Subdivision, consisting of a portion of 16.23 acres out of the Wm. Weir Survey, Abstract No. 42, Montgomery County, Texas, and containing the following Lots and Blocks, to-wit:

SECTION 1

Lots No. 1 to 15, inclusive, in Block No. 1.

SECTION 2

Lots No. 16 to 31, inclusive, in Block No. 1.

SECTION 3

Lots No. 1 to 8, inclusive, in Block No. 2.  
Lots No. 1 to 10, inclusive, in Block No. 4.

SECTION 4

Lots No. 1 to 12, inclusive, in Block No. 3.

said Plats of the Sections aforesaid described being duly recorded in Volume 7, Pages 319, 317 and 321, and Volume 5, Page 451, of the Map Records of Montgomery County, Texas, and are subject to interference and damage through abuse and violation of the intended purposes and usage of lots or building sites in said subdivision on the part of any other owner therein, unless deterred by equitable provisions against such abuses or violations:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I, Carl A. Hortman, for the purposes of insuring harmonious, pleasant and satisfactory living conditions in a residential subdivision and to insure means of mutually safeguarding and enhancing the value of the investments in this subdivision by each property owner therein, do hereby fix and adopt the restrictive covenants set forth hereinafter, which said restrictive covenants shall govern the sale or other disposition of any right, title or interest to or in any holding in Lake Conroe Heights (Sections 1, 2, 3 and 4) Subdivision; shall govern the development and use of all private lands in said subdivision; and shall be binding upon me, my

heirs, executors, administrators, assigns or successors for the term stipulated herein:

1. That the sale of the lots aforesaid described shall be restricted to the white race only.
2. That no dwelling will be located on any lot or tract or portion of lots or tracts nearer to the front line than 25 feet or nearer to a side line than 5 feet.
3. That no noxious or offensive activity shall be carried on upon any lot in said Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. That no temporary structures of any type will be constructed upon any lot in said Subdivision, nor shall any house or building be occupied unless the exterior is fully completed and sanitary sewer is installed and operative. It shall however be permissible to occupy a Trailer House approved by Sellers on the premises, except that trailers may not be kept and occupied except as a convenience for vacation or camping and said trailers will be in violation of these restrictions if the tires are removed or if Trailer is jacked up or set on blocks or any other attempt is made to establish residence therein.
5. That septic tanks or individual sewerage systems must be used in this subdivision for the disposal of waste materials as a sanitary sewer system, and same shall be constructed in such manner as to meet FHA minimum requirements for such. No open or pit type toilets, cess pools, or other means of disposal, which retain sanitary wastes or the effluent therefrom upon the premises shall be installed or used at any place in this subdivision at any time.
6. That no lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste materials, shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Garbage and trash or other refuse accumulated in this subdivision shall not be dumped at any place therein, nor shall any such refuse be dumped at any place upon adjoining land where a nuisance to any resident of this subdivision is or may be created.
7. That poultry may be kept, bred and raised upon these lots, except that should said practice become noxious or offensive to the neighborhood, then said practice will be a violation of restrictions and not permissible.
8. That no cattle, sheep, goats or hogs shall be raised, kept or maintained upon said lots for any purpose.
9. That business and/or commercial activities are specifically disallowed except as hereinafter set out. No person, firm or corporation will be allowed to carry on any business activities on any residential lots.
10. That all lots in this subdivision, except as hereinafter set out, are restricted to residential use only. Dwellings constructed on lots in this subdivision shall contain a minimum of 672 square feet, exclusive of open porches, carports and garages, but said 672 square feet may include screened-in porches.

11. That no residence shall be erected or placed on any lot or tract or portions of a lot or a tract having a width of less than fifty (50) feet at the minimum building setback line, nor shall any residence be erected or placed on any lot or tract or any portion of a lot or tract having an area of less than 5,000 square feet.

12. That Lots 1, 2 and 3, in Block 1, Section 1, are excluded from the above restrictions and none of the above conditions and covenants shall apply to said lots or any of them.

13. That Lots 1 and 2, Block 1, Section 1, are restricted to commercial uses approved by Sellers, and Lot 3, Block 1, Section 1, is restricted to use as a boat landing and launching area.

14. That maintenance of Lot 3, Block 1, Section 1, shall be the responsibility of all subdivision lot owners, and the sale of a lot in the subdivision without the sale of an accompanying undivided 1/60th interest in Lot 3, Block 1, Section 1, is prohibited.

15. That these covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1972, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part and an instrument in writing effecting such change shall have been recorded in the Deed Records of Montgomery County, Texas.

16. That if the parties hereto or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute in proceedings at Law or in Equity against the person or persons violating or attempting to violate such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.

17. That invalidation of any of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

IN ATTEST WHEREOF, WITNESS MY HAND at Conroe, Texas,  
on this the 15th day of March, 1962.

*Carl A. Hartman*  
Carl A. Hartman

STATE OF TEXAS Vol 635 PAGE 500

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Carl A. Hortman, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of March, 1962.



*Marcell Parsley*

MARCELL PARSLEY

Notary Public in and for Montgomery County, Texas

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

APR 7 1967

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