

DECLARATION OF COVENANTS AND RESTRICTIONS

UNRESTRICTED RESERVE A, PELICAN BAY, SECTION ONE

8731853

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

THIS DECLARATION, made on the date hereinafter set forth by LEFCO CORPORATION, a Texas corporation, hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner of that certain 0.656 acre tract of land (herein sometimes referred to as the "Property") described on Exhibit A which is attached hereto, incorporated by reference herein and made a part hereof for all purposes, which said Property is UNRESTRICTED RESERVE A in a subdivision known as "PELICAN BAY, SECTION ONE", according to the plat of said subdivision recorded in the office of the County Clerk of Montgomery County, Texas, on the 19th day of August, 1985, after having been approved as provided by law, and being recorded in Cabinet E, Sheet 119B, 120A, 120B and 121A, of the Map Records of Montgomery County, Texas (hereinafter referred to as "The Subdivision"); and,

WHEREAS, Developer desires to place certain restrictions, covenants, conditions, stipulations and reservations (herein sometimes referred to as "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvements and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said Subdivisions;

NOW, THEREFORE, the Developer hereby adopts, establishes and imposes upon UNRESTRICTED RESERVE A, PELICAN BAY, SECTION ONE, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof as hereinafter set forth:

Reservations, Exceptions and Dedications

1. Each Contract, Deed or Deed of Trust which may be hereinafter executed with respect to any property in UNRESTRICTED RESERVE A, PELICAN BAY, SECTION ONE, shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

2. Duration. The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of fifty (50) years from the date hereof, at which time the provisions hereof shall automatically extend for successive periods of ten (10) years each, unless prior to the expiration of the initial fifty (50) year period or a successive ten year period, the then owners of a majority of lots in Pelican Bay

Subdivision obtain the consent of the U. S. Army Corps of Engineers to terminate or amend these restrictions and thereupon file an instrument for record in the office of the Montgomery County Clerk terminating or amending these restrictions.

3. Enforcement. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings 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 provisions. It shall be lawful for the Developer or for any person or persons owning an interest in the Property (or in any other Section of Pelican Bay) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

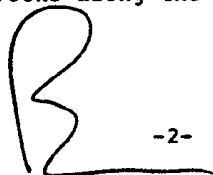
4. Partial Invalidity. In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

5. Effect of Violations on Mortgagees. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained, including said Reservations, Restrictions and Covenants.

6. Building Set-Back Line. No building, structure, carport or other improvement, with the exception of a boat pier, shall be located on any portion of the Property nearer to the 201.00' NGVD contour line of Lake Conroe than fifteen (15) feet, which shall be the building set-back lines for the Property.

7. Bulkheading. No bulkheading, removal of the existing rocks, or other improvements to the shoreline of Lake Conroe shall be permitted or allowed upon the Property without the express permission of the U. S. Army Corps of Engineers.

8. Construction of Boat Pier. The construction of a boat pier or boat slip shall be permitted, provided that the pilings for said pier shall not be located within five (5) feet of either side of the existing 201' NGVD contour shoreline of Lake Conroe. A boat pier or slip may be constructed within the building set-back line hereinabove set forth at the water's edge (which dock, if constructed, may extend not more than fifteen (15) feet beyond the existing shoreline), provided that the plans and specifications for such boat pier or slip meet the requirements of the San Jacinto River Authority. For purposes of this Article, the term "water's edge" shall mean the 201.00' NGVD contour boundary of the property in common with Lake Conroe. No boat pier or slip shall be constructed which will interfere with, disturb or in any way remove the existing rocks along the shoreline of Lake Conroe.



9. Binding Effect. All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

Executed this _____ day of _____, 1987.

Developer:

LEFCO CORPORATION
By [Signature]
Philip Lefevre, President

Lienholder:

NORTHWEST BANK & TRUST
By [Signature]
~~Robert M. Dunson, Jr.~~ Brooks H. M'Gee
Executive Vice President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared PHILIP LEFEVRE, President of LEFCO CORPORATION, a Texas corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of July, 1987.

FRAN P. DIZON
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES 11-12-89

STATE OF TEXAS §

COUNTY OF MONTGOMERY § Brooks H. M'Gee

BEFORE ME, the undersigned authority, on this day personally appeared ~~ROBERT M. DUNSON, JR.~~, Executive Vice President of NORTHWEST BANK & TRUST, 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, in the capacity therein stated and as the act and deed of Northwest Bank & Trust.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of July, 1987.

[Signature]
Notary Public, State of Texas
GLORIA L. GARCIA
Notary Public in and for Harris County, Texas
My Commission Expires 12-17-89

ADMINISTRATIVE MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND
CHANGES WERE PRESENT AT THE TIME
THE INSTRUMENT WAS FILED AND RE
CORDED.

BEING a 0.656 acre tract of land situated in the Timothy Cude Survey, A-12, Montgomery County, Texas. Said tract also known as Unrestricted Reserve "A", Section One Pelican Bay, and being more particularly described as follows:

BEGINNING at the Northwest corner of Unrestricted Reserve "A", Pelican Bay Section One as recorded in Cabinet "E", Sheet 119B-121A, Map Records, Montgomery County, Texas;

THENCE S 75° 41' 55" E, a distance of 415.94 to a point for corner. Same being in a curve on the west R. O. W. of Pelican Bay.

THENCE following said curve to the right along the west R. O. W. of Pelican Boulevard, having a radius of 41.67 feet, a central angle of 89° 06' 42", an arc length of 64.80 feet, a chord length of 58.47 feet, and a chord bearing of S 59° 15' 33" W to a point for corner. Same being a point of reverse curvature;

THENCE following a curve to the left along the west R. O. W. of Pelican Boulevard having a radius of 101.67 feet, a central angle of 87° 41' 55", an arc length of 155.61 feet to a chord length of 140.86 feet, and a chord bearing of S 59° 57' 56" W to a point for corner and the end of said;

THENCE N 05° 34' 23" E, leaving the west R. O. W. of Pelican Boulevard, a distance of 47.95 feet to the 201.00 contour line of Lake Conroe;

THENCE with the following meanders of the 201.00 contour line of Lake Conroe to points for corner:

N 10° 05' 09" W - 51.13 feet
 N 47° 14' 21" W - 18.15 feet
 S 71° 01' 51" W - 47.99 feet
 S 58° 46' 06" W - 36.99 feet
 S 78° 23' 05" W - 40.50 feet
 N 62° 34' 30" W - 7.88 feet
 N 11° 31' 34" W - 16.53 feet
 N 54° 46' 04" W - 30.16 feet
 N 73° 51' 36" W - 38.53 feet

THENCE N 65° 05' 56" W, continuing along the 201.00 contour line of Lake Conroe, a distance of 43.31 feet to a point for corner. Same being on the west line of Pelican Bay Section One;

THENCE N 11° 55' 34" E, along the west line of Pelican Bay Section One, a distance of 71.06 feet to the POINT OF BEGINNING and containing 0.656 acres of land more or less.

After recording return to:
 James W. Steele
 P. O. Box 2625
 Conroe, Texas 77305

Exhibit "A"

<p>JAMES W. STEELE ATTORNEY AT LAW 100 INTERSTATE 45 NORTH CONROE, TEXAS 77301 409/756-1111</p>				<p>8731853</p>
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STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed
in the Public Records of this state and at the
time stamped herein on the date was duly RECORDED
in the official Public Records of Real Property of
Montgomery County Texas

JUL 20 1987



Roy Harris

COUNTY CLERK
MONTGOMERY COUNTY TEXAS

FILED FOR RECORD

1987 JUL 20 PM 3:27

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY TEXAS

JUL 20 1987

REC 11.00