

C.C.M.

17

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

X KNOW ALL MEN BY THESE PRESENTS:
I

337-01-1055

RESTRICTIONS AND COVENANTS GOVERNING
CLEARWATER POINT SUBDIVISION
MONTGOMERY COUNTY, TEXAS

REAL PROPERTY RECORDS

8517519

THAT, whereas, CLEARWATER POINT, Ltd., a Texas Limited Partnership, hereinafter called DEVELOPER, is the owner and developer of all lots in CLEARWATER POINT SUBDIVISION, a subdivision in the Abraham Pevehouse Survey A-423 Montgomery County, Texas according to that plat recorded in Cabinet E, Page 88 A&B, Map Records of Montgomery County, Texas

WHEREAS, it is the desire of DEVELOPER to place restrictions, covenants, conditions, stipulations, reservations, and easements upon and against all such lots in order to create and carry out a uniform plan for the improvement, development, and sale of the lots therein for the benefit of the present and future owners of said property;

NOW, THEREFORE, the covenants, conditions, restrictions and easements, hereinafter set out, shall be, and the same are, made applicable to CLEARWATER POINT SUBDIVISION and shall apply uniformly to all lots in their use, occupancy and conveyance of all such lots and each contract or deed which may be executed with the regard to any of such lots shall conclusively held to be executed, delivered, and accepted subject to the following covenants, conditions, restrictions, and easements as though set out in full or by reference in said contract or deed:

1. GENERAL LAND USE:

All lots shall be used for single family residential purposes only and any commercial activity on such lots is expressly prohibited.

All residential structures shall contain not less than 1,000 square feet of first level living area, excluding garages, carports, porches and no mobile homes shall be allowed. Once construction has started on a building of any type, it shall be completed within six (6) months from the time construction commenced. If the building is not completed within that period of time, appropriate legal action can be taken to require the owner to remove the incomplete portion of the building from the premises. Also, all structures shall have no more than three (3) stories, and if the home is built on piers then the underneath portion shall be considered the first floor.

2. BUILDING LOCATIONS:

All structures must be placed at least 20 feet from the property line fronting any street, 10 feet from the rear property line and at least 3 feet from the side lot line on, or as indicated by the building lines and utility easements

337-01-1056

shown on the plat for the Subdivision. If physical shape prohibits owner of said lot from obeying this rule, then said requirement may be waived by written waiver executed by the present Architectural Control Committee. Residential buildings on corner lots shall face the street upon which the lot fronts, as shown by the recorded map of the subdivision. The front of the lot is defined as being the property line having the smallest dimension on a street. On certain irregular shaped lots, the facing of the residence is hereby declared to be under the supervision and control of the Architectural Control Committee. No structure may be built or located on any lot without the written approval of the Architectural Control Committee.

3. RESIDENT SUBDIVIDING:

No tract shall be subdivided nor shall there be more than one (1) residence per tract.

4. NUISANCES:

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage except for living quarters contained therein for bona fide servants) barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

6. SIGNS:

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than eight (8) square feet advertising the property for sale or rent, or signs used by a manufacturer to advertise the property during the construction and sales period.

7. PIERS, BOATSLIPS AND BOATHOUSES:

Piers, boatships, and/or boathouses may be constructed on any lot provided written approval is obtained from the San Jacinto River Authority and from the Architectural Control Committee. All boatslips, piers, and/or boathouses shall be located at least five (5) feet from the property line.

8. FENCES:

Fences may be constructed on all lots provided that they are no more than 4 feet high and their design is approved in writing by the Architectural Control Committee.

9. LIVESTOCK AND POULTRY:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. All animals shall be kept within the boundaries of the lot unless accompanied by owner.

10. GARBAGE AND REFUSE DISPOSAL:

No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. The burning of trash, garbage or other debris on any tract is prohibited.

11. SEWAGE DISPOSAL:

All dwelling structures placed upon any tract shall contain sanitary facilities including toilets, wash basin, tub or shower, and the same must be connected to a functional sanitary system approved by the appropriate government authority. The use of septic tank systems is expressly prohibited.

12. CUTTING WEEDS AND DRAINAGE:

Grass, vegetation, and weeds on each lot shall be cut as often as necessary in order to maintain the same in a neat and attractive appearance. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete or steel pipe and shall be a minimum of twenty-four (24") inches in diameter. Nothing may be done by an owner, his grantees or assigns which will result in changing or altering or interfering with the existing drainage or water across a lot or any adjacent property.

13. FIREARMS:

The use or discharge of firearms in the Subdivision is strictly and expressly prohibited.

14. VEHICLES AND PARKING:

No vehicles, boats, motor homes, recreational vehicles or travel trailers, or parts thereof, may be parked in the streets. No inoperative motor vehicle will be stored or parked on the premises. All vehicles parked on any lot or shall have a current license tag and state inspection sticker. No (18) wheel trucks or construction trucks shall be allowed, kept, or parked inside the development. All owners agree that they will use the streets in a safe, lawful, reasonable and courteous manner.

15. OFF-STREET PARKING:

Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide for appropriate space for off-street parking for vehicle, boat, motor homes, recreational vehicles or travel trailers.

16. CUTTING TIMBER AND REMOVAL OF DIRT:

The digging and removal of dirt, gravel, iron ore, or any other surface substance is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction on such lot. There shall be no timber cut or trees removed on such lot except as may be necessary in the construction of a dwelling.

17. OIL, MINING AND DRILLING OPERATIONS:

No oil drilling or development operations, quarrying or mining operations, or drilling for waterwells or wells of any kind shall be permitted upon or in any lot. No wells, tanks, tunnels, minerals excavations or shafts shall be permitted upon or in any lot.

18. RIGHT OF MORTGAGEES:

Any violation of any of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easement, agreements, restrictions, reservations or covenants are violated.

19. SEVERABILITY:

337-01-1058

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way effect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

20. UTILITY EASEMENTS AND CHARGES:

There are dedicated and reserved permanent unobstructed easements including a three (3) foot utility easement over, under, along and across the side of each lot, and a 10 foot utility easement along, under and across the front line of each lot, which said easements shall be a burden and charge against such lots over which said easements extend. The utility easements shown hereon include the right to remove all trees within the easements and the right to trim overhanging trees and shrubs located on property adjacent thereto, also to construct any drainage ditches that might be necessary to the proper drainage of the subdivision. The owner of each lot in the subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company, at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the ten current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot.

21. UTILITY SERVICE:

For beautification and safety reasons, all utility and cable lines from the road to the home shall be underground and shall be installed by a licensed installer.

22. UTILITY RESERVATIONS:

The following reservations and easements shall be considered a part of and be construed as being adopted in each and every contract, deed or other conveyance executed or to be executed in the conveyance of the various lots in CLEARWATER POINT SUBDIVISION.

- A. The developer, his successors and assigns shall have the right to construct, erect, and maintain over, along, upon and under, the several streets, drives, lanes, roads, easements and reserve areas, as shown on the above mentioned subdivision plat of CLEARWATER POINT wires, poles for the purpose of construction and maintaining a system of electric lights, power, telegraph and telephone lines and connections, and to construct, lay and maintain along, in and under any and all of said streets, lanes, drives, roads, easements, and reserve areas all pipe conduits, valves and other necessary and proper equipment for the construction of systems of drainage, sewage and water supply (retaining also the right to grant or deny to area beyond said SUBDIVISION connection privileges on said drainage, sewage or water systems), gas light and power, telegraph and telephone service and other utilities in the SUBDIVISION and the lot owners therein; and for all purposes incident to the development and use of said property as a

community unit and subdivision.

337-01-1059

- B. It is agreed and understood that the title conveyed to any lot or parcel of land in said SUBDIVISION by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric lights, electric power or telephone or telegraph lines, poles or conduits or any other utility or appurtenances thereto constructed by CLEARWATER POINT or any public utility companies through, along or upon any portion of the hereinabove mentioned streets, drives, lanes, roads, easements, and reserve areas, and the right to maintain, repair, sell or lease such lines, utilities, and appurtenances as hereby expressly reserved by CLEARWATER POINT

23. TERMS:

These covenants of restrictions are to run with the land and shall be binding on all owners of lots in CLEARWATER POINT SUBDIVISION, and all personal claiming under them until January 1, 2000, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots is filed for record in Montgomery County, Texas, altering rescinding or modifying said covenants and restrictions in whole or in part.

24. MAINTENANCE FUND:

Each lot shall be subject to a monthly maintenance charge to be used for the purpose of maintaining all common areas, maintenance and installation of streets, paths, parks, pathway esplanades, vacant lots, lighting, fogging, employing policemen and workmen, paying ad valorem taxes on all common areas, cost of administration of the fund and other purposes necessary or desirable in the opinion of the Administrator of such fund to maintain or improve the property of, which it considers to be a general benefit to the owners or occupants of the property covered by these restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restrictions of this section or subsequent sections of Clearwater Point. The amount of the maintenance charge shall be set by the Administrator of the funds from time to time subject to the limitations contained herein.

The developer shall collect and maintain control over the maintenance fund and administer same until all of the lots in Clearwater Point Subdivision are sold by Deed or Contract or until January 1, 1995, whichever comes first, or at any earlier time if developer so elects. At that time the administration of such fund shall be transferred to the Property Owner's Association. No association, group, corporation, individual or entity other than the association to be formed pursuant to these restrictions shall be authorized to collect and administer the maintenance fund.

The maintenance charge shall be paid monthly beginning with the first monthly payment. The maintenance charge will not accrue against any lot in which the legal and/or equitable title is vested in Clearwater Point Subdivision, notwithstanding that a lot may have been previously sold by a Deed or Contract and title thereto reverted back to Clearwater Point Subdivision. During the time that such fund is administered by the developer, the monthly charge shall not exceed Twenty and No/100 (\$20.00) Dollars per month. However, after the Property Owner's Association assumes administration of responsibilities, the Association may adjust such rates pursuant to the rules and regulations of the Association. Interest on past due charges shall accrue at the highest rate allowable by law from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to

employ legal counsel to collect past due maintenance charges, such delinquent lot owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding. No owner may waive or otherwise escape liability for the maintenance charge provided for herein by non-use of the Common Area or abandonment of his lot.

The administrator of funds shall have the sole discretion as to how such money shall be used to comply with the provisions of this paragraph. During all times that Clearwater Point is the administrator of such funds it shall maintain the proceeds in an account separate and apart from all other accounts of Clearwater Point, and shall keep accurate records of all receipts and disbursements. In the event Clearwater Point is compelled to advance its own funds to defray expenses of maintenance of the facilities and properties to be maintained by the fund, Clearwater Point shall be entitled to repayment at such time as the fund is sufficient.

25. ARCHITECTURAL CONTROL COMMITTEE:

The developer of Clearwater Point Subdivision, the Architectural Control Committee for Clearwater Point Subdivision, or any property or lot owner in Clearwater Point Subdivision, shall be able to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any of the covenants, reservations, easements and restrictions set out herein. The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns, and equally for the benefit of any property owner or lot owner or any subsequent property owner or lot owner in Clearwater Point Subdivision, and his heirs, administrator and assigns. Accordingly, all the covenants, shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties. In the event it becomes necessary to employ legal counsel to enforce these covenants, reservations, easements and restrictions, any person in violation of these restrictions shall be liable and responsible for reasonable costs incurred in such enforcement efforts, including all costs of court and other expenses incurred.

No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or improvements have been approved by the Architectural Control Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to existing structures, and as to location with respect to topography and finished grade elevation. The Architectural Control Committee is composed of two (2) members whose names are Michael B. Stoecker and Jack Neubauer. The developer reserves the right to remove any member from the Committee at any time and designate a successor to fill any vacancy. The developer further reserves the right to assign the authority it has under these restrictions. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers granted herein and the duties of the Architectural Control Committee shall cease and terminate on the first day of January, 1995, and the approval required by this paragraph shall devolve upon the Property Owner's Association. The Property Owner's Association thereafter shall exercise the same powers and duties granted herein to the Architectural Control Committee.

The Committee's approval or disapproval as required herein shall be in writing. If the Committee fails to give written approval or disapproval within 30 days after the plans and specifications have been submitted to it, or, in any event, no suit to enjoin the construction has been commenced prior to

337-01-1061

the completion of the improvements, written approval shall not be required and the related covenants shall be deemed to have been satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in instances where, in its judgment, such deviation will result in a more commonly beneficial use. This approval must be in writing.

26. PROPERTY OWNER'S ASSOCIATION:

The developer shall cause a Property Owner's Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The purpose of the Association in general shall be to provide for and promote the health, safety, and welfare of the members, to collect the maintenance charges, to administer the maintenance fund, to provide for the maintenance, repair, preservation, upkeep and protection of the common properties and facilities of the subdivision and such other purposes as are stated in the Articles of Incorporation and consistent with the provisions of these restrictions and all supplemental or amended restrictions.

The Property Owner's Association shall consist of all of the owners of lots in Clearwater Point Subdivision including these sections or any other sections which may subsequently be developed on this tract or adjacent land. The name of the Association shall be Clearwater Point Property Owner's Association. Each lot owner from all sections shall be a member of such Association and entitled to one (1) vote for each lot owned. The Association shall be governed by a Board of Directors, and the developer shall name and select the initial members of the Board of Directors. The initial Board of Directors shall serve for a term of three (3) years and thereafter until each successor is duly elected and qualified.

Such Association may adopt such By-Laws, Rules and Regulations as it deems appropriate consistent with these restrictions.

The developer shall be considered a member of the Association if it owns legal title to any lot in the subdivision which has not been conveyed to a third party by Contract of Sale or Deed.

HEADINGS:

All sections and paragraph headings used herein are for convenience only, and shall have no efficacy in construing any of the restrictions, covenants, or conditions herein contained.

DATED this 30th day of April 1985.

CLEARWATER POINT LTD.,
a Texas Limited Partnership

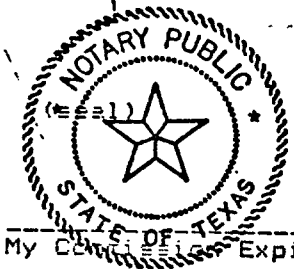
By: Michael B. Stoecker
MICHAEL B. STOECKER
General Partner

337-01-1062

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MICHAEL B. STOECKER, General Partner of Clearwater Point Ltd., 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 30th day of April, 1985.



Marie Lacy Heintz
(signature of Notary Public)

MARIE LACY HEINTZ, Notary Public
In and for The State of Texas
My commission expires Sept. 24, 1988

(type or print name of Notary)
Notary Public in and for
Montgomery County, Texas

FILED FOR RECORD
1985 APR 30 PM 12:00
Roy Harris
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.

APR 30 1985



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

cu