

ACKNOWLEDGMENT OF RESTRICTIONS

8242815

THE STATE OF TEXAS

I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

I

WHEREAS, C. L. Conner, Trustee, the owner of all that certain real property known as PARK PLACE, a recorded subdivision, as being 124.1511 acres of land out of blocks 22 and 23 of the M. H. Gossett Subdivision, recorded in Volume 2, Page 28, M.C.M.R. in the James Brown League, A-78 Montgomery County, Texas, to which reference is here made for full and particular description of said real property and;

WHEREAS, C. L. Conner, in his desire to keep the development of said real property for the mutual benefit and pleasure of the owners in said subdivision, and for the protection of such property values therein, desires to place on and against said property certain protective restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that C. L. Conner, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or land improvements on the lot(s) located in the said 124.1511 acre tract being purchased by the under-signed purchaser.

The property above described is subject to the following restrictions and conditions which shall be covenants running with the land for the benefit of this property and the property in said 124.1511 acre tract, and shall constitute a general plan for the benefit of all such property and shall be binding on all parties hereto and all persons claiming under them until January 1, 2000.

Whenever the word "restrictions" is used it shall be construed to include conditions, covenants, reservations, easements and/or agreements.

158-01-0894
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RESERVATIONS

1. There shall be reserved the utility easements and drainage easements as shown on said plat of said subdivision and an easement over all streets for the purpose of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-way, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may cause interference with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof, and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid, subject to the limitations as to water service hereinafter set forth. There is also reserved for use of all public utility companies an unobstructed aerial easement 20 feet wide from a plane 10 feet above the ground upward, located adjacent to the said easements reserved hereby; and all easements shown on the plat for electric facilities.

2. Owners reserve unto themselves, their heirs, administrators, and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of water lines, waste water disposal lines, mains or pipes as well as other equipment necessary or incidental to the operation and maintenance of water service and/or supply system, and its appurtenances, to service, furnish or supply this subdivision with water and waste water disposal.

RESTRICTIONS

1. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2000, A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tract has been recorded, agreeing to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned owners, their heirs, administrators, or assigns, to enter and abate such violation without liability, or they, their heirs, administrators, or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and either to prevent him or them from doing, or to cause to be removed such violation, or to recover damages for such violation.

3. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held on good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential tract, except dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

5. No fence, wall, hedge or detached improvement shall be erected, grown or maintained on any part of any tract forward of the front building line.

6. No boats or trailers may be parked in front of the front building line of any tract.

7. No garage, carport or storage building or structure of any kind shall be erected or mobile home placed on said property that has not been approved by the Architectural Committee composed of C. L. Conner and C. G. Conner. No mobile home shall be placed nearer than 20 feet of front roadway, and all outbuildings must not be less than 40 feet from said roadway and shall not be nearer than 5 feet from the side lines of said property. No mobile home shall be less than 12 feet wide by 40 feet long. All mobile homes shall be placed parallel with side lot lines.

8. All mobile homes will have skirts on all sides of home. All skirting shall be completed within 30 days from date of installation of the mobile home. No rubbish, brush, junk or old cars, or anything shall be stored, or left standing on any tract that would offend anyone with normal sensitivity.

9. All mobile homes not of new construction must be inspected by a representative of the Architectural Committee prior to installation. The cost of inspection will be borne by purchaser.

10. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the mobile homes and shall be connected to a septic tank at the expense of the purchaser and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department, and shall be subject to the inspection and approval of such authority. The drainage of sewage into a road, street, alley, ditch or any waterway either directly or indirectly is prohibited.

11. If the parties hereto, or any one of the future owners of this subdivision, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, then any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person or persons from doing so by prohibitive or mandatory injunction and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in nowise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.

12. No sign of any kind shall be displayed to the public view except signs used by the developers in the original sale of lots in said subdivision.

13. All lot purchasers, excluding developer, shall pay to and become liable to the Property Owners Association for the sum of \$120 per year per lot purchased, for the purpose of creating the Park Place Maintenance Fund. The aforementioned payment (hereinafter called "Maintenance Fund") shall be due and payable to the Maintenance Fund in installments of \$10.00 per month beginning the month after the lot purchaser executes the Contract for Deed, or in the event no Contract for Deed is executed, delivery of the General Warranty Deed. The Maintenance Fee shall constitute a "Lien" upon each lot, and the

Property Owners Association shall be and is hereby authorized to institute any legal proceeding necessary for the enforcement and collection thereof, including but not limited to filing suit and foreclosure. The fund created hereby shall be used for the purpose of providing street signs, recreational facilities and all common area designated as such on the aforementioned plat, security guards and any other things necessary or desirable in the opinion of the Architectural Control Committee to keep the property neat and in good order and which it considers of general benefit to the owners or occupants of the subdivision, it being understood that the judgment of said Committee in expenditure of said funds shall be final so long as same is exercised in good faith. All conveyance of lots shall be subject to the Maintenance Fee and by acceptance of the deed or contract for deed, each purchaser consents and acknowledges that developer shall have no obligation to furnish maintenance or do any other thing described in this paragraph other than from maintenance funds. The Maintenance Fee may be adjusted from year to year by said Committee as the needs of the property may in its judgment require, but in no event shall such charge be raised above \$10.00 per month unless agreed to by a majority of the lot owners.

14. No tract shown on the plat of said subdivision filed for record shall be used except for residential purposes.

15. Each lot owner agrees to keep his lot(s) mowed and free of rubbish at all times. Should a lot owner, after five (5) days written notice from the Property Owners Association, fail to mow and clean his lot, the Property Owners Association shall cause the lot(s) to be mowed and/or cleaned and assess the cost therefore to the lot owner. Failure of the lot owner to promptly reimburse the Property Owners Association shall authorize the Association to pursue the same remedies as set forth in Paragraph 13 hereinabove for failure to pay the Maintenance Fee.

16. Lot owners shall be permitted to utilize campers, motor homes and similar facilities for the purpose of enjoyment of their lots on a temporary basis; i.e., weekend or overnight camping only provided however, that no such facility shall be left unattended for more than twenty-four hours. At the expiration of such temporary period, all facilities shall be removed from the lot. Nothing contained herein shall be construed to authorize such facility as a permanent residence.

Invalidity of any one or more of these restrictions or covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

RECORDERS MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All book-outs, additions and changes were present at the time the instrument was filed and recorded.

RECORDERS MEMORANDUM:
ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

C. L. Conner
C. L. CONNER, TRUSTEE

(Acknowledgment)

RECORDERS MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All book-outs, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared C. L. Conner, Trustee, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11th day of June, 1981.



Mary Jane Madden
NOTARY PUBLIC, STATE OF TEXAS
MARY JANE MADDEN
Notary Public in Harris County, Texas

Edith A

158-01-0898

DATE: _____

C. L. Conner, Trustee, Seller

The undersigned Purchaser hereby acknowledges receipt of the foregoing instrument prior to closing of the purchase of the real property described in such instrument.

PURCHASER

DATE: _____

PURCHASER

ACKNOWLEDGMENT OF SELLER

THE STATE OF TEXAS X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared C. L. Conner, Trustee, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, A.D., 1980.

Notary Public in and for Harris
County, Texas

ACKNOWLEDGMENT OF PURCHASER

THE STATE OF TEXAS X
 X
COUNTY OF X

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, A.D., 1980.

Notary Public in and for
County, Texas

FILED FOR RECORD

1982 SEP 30 PM 1:07

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

SEP 30 1982



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.