

DEED RESTRICTIONS FOR ARTESIAN OAKS

SECTION THREE (3), MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS {
 { KNOW ALL MEN BY THESE PRESENTS
COUNTY OF MONTGOMERY {

TERRA FIRMA DEVELOPMENT CORP., (hereinafter sometimes called "Declarant") the owner of the below described lots in ARTESIAN OAKS, SECTION THREE (3), according to the plat recorded in Plat Cabinet Q, at sheet No. 108 of the map records of Montgomery County, Texas, does hereby adopt and establish the following restrictions, covenants, reservations, and easements to apply uniformly to the use and occupancy of all of the below described lots in said subdivision, and does hereby provide that all said restrictions, covenants, reservations and easements shall be covenants running with the land and that all owners in said subdivision shall be bound by the terms and provisions hereof, and that the same shall be enforceable by any person, firm or corporation owning any portion of said subdivision subject to these restrictions, covenants, reservations, and easements, which are as follows, to-wit:

GENERAL LAND USE

ALL lots in ARTESIAN OAKS, SECTION THREE (3), shall be, and are hereby designated to be used for residential purposes only.

1. SPECIFIC LAND USE:

No building shall be erected, altered, placed or permitted to remain on any residential building site other than one single family dwelling not to exceed two-stories in height and two story attached or detached garage for not more than four (4) cars.

2. ARCHITECTURAL CONTROL:

1. There is hereby created an Architectural Control Committee, which shall be composed of three (3) members. "Declarant" shall appoint the initial members, each of who shall serve until his successor is appointed and qualified. A majority of the committee may designate a representative to act for the committee. In the event of the death, resignation or disqualification of any member of the committee, the remaining members shall have full authority to designate and appoint a successor. No member of the committee shall be entitled to any compensation for services performed pursuant to this instrument. The committee's approval or disapproval of any matter herein provided for shall be in writing. If the committee, or its designated representative, fails to give written approval or disapproval within thirty (30) business days (excluding weekends and holidays) after ALL items as required in paragraph 2b below have been duly submitted to it, approval will deemed granted and the provisions of this instrument shall be deemed to have been fully satisfied.
2. Permits (county and/or city or both, all as required), plans and specifications for the improvement to be erected thereon, a certified survey and plot plan showing the location of all easements, utilities, improvements, buildings, existing vegetation, drainage plan, culverts, driveways, mailboxes, sidewalks and/or fences both present and/or to be erected thereon must be submitted to and approved by the Architectural Control Committee. No building or other improvement shall be erected, placed or altered on any lot prior to the receipt of written approval by the Architectural Control Committee. This approval shall include the quality of workmanship and materials, size and lot coverage, drainage, harmony of external design with existing structures and location of the improvements with respect to topography and finish grade elevations.

3. SIZE AND LOCATION OF STRUCTURES AND MATERIALS:

1. The ground floor area of each residence building, exclusive of porches, garages, storage rooms and/ or servants' quarters, shall not be less than eleven hundred (1100) square feet of air conditioned and heated floor space and the total air conditioned and heated floor space in any residence building shall not be less than fourteen hundred and fifty (1450) square feet or that lesser area approved by the Architectural Control Committee.
2. Exterior walls of all buildings shall be constructed with not less than fifty one percent (51%) brick, stone and/ or stucco with such other material approved by the Architectural Control Committee. In computing this percentage, all gables, windows and door openings shall be excluded from the required area. Brick or stucco used on one (1) wall of a detached garage may be included in calculation of the brick and/ or stucco masonry used.

The roof covering of all buildings constructed shall be of such type and quality of material as may be specified and approved in writing by the Architectural Control Committee prior to construction.

3. Except as may be authorized in writing by the Architectural Control Committee, no building shall be located on any building site nearer to the front lot line or to the side street line than the minimum building set-back lines shown on the recorded map of the subdivision, or within five (5) feet of an interior property line. For the purposes of interpreting this provision, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building to overhang or encroach upon another building site. Detached garages located on the rear portion of any lot may be built within three (3) feet of any side lot line, except in those instances where the location of the garage in such manner would violate a dedicated easement.

Except as may be authorized in writing by the 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 the property line having the smallest dimension on a street. On certain irregular shaped corner lots, the facing of the residence is hereby declared to be under the supervision and control of the Architectural Control Committee.

Concrete culverts, walkways, patios and driveways for each residential building site shall be included in the plans and specifications and shall be constructed and completed before the main residence is occupied by the owner. Except that ALL concrete culverts are to be installed, inspected and approved prior to the start of any construction. Driveway culverts shall be constructed of reinforced concrete pipe sized in accordance with City of Conroe requirements and no smaller than 18 inches in diameter.

4. No fence or wall shall be erected, placed, altered, or maintained on any building site nearer to the front property line than the minimum building set-back line shown on the recorded plat of the subdivision plus (+) ten (10) feet. Said fence or wall must be wood, masonry or stucco.
5. All mailboxes must be constructed of stone, masonry and/ or stucco to match the residence with the design submitted and approved by the Architectural Control Committee prior to construction.

4. TEMPORARY STRUCTURES:

No temporary structure, trailer, motor home, basement, tent, shack, garage, or other outbuilding shall be used or placed on any building site as a residence, either temporarily or permanently. No boat, trailer, truck (other than a "one-quarter to a one-half ton pick-up truck or van"), motor home, or any other such vehicle may be parked on any street in the subdivision or on any lot for more than forty eight (48) hours, nor may any inoperable motor vehicle be stored or parked on any lot.

5. NUISANCES:

No unlawful, noxious or offensive activity shall be permitted upon any residence building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to a neighbor or to the neighborhood.

6. SIGNS:

No signs of any kind shall be displayed to the public view on any residence building site 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 and sales period.

7. GARBAGE AND REFUSE DISPOSAL:

No residence building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in closed sanitary containers, kept out of sight except on day of scheduled garbage pick up. *p-u days*

8. LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any residence building site. This provision shall not prevent dogs, cats or other household pets from being kept provided they are not kept, bred or maintained for any commercial purposes. No more than two household pets of any one species may be maintained on any lot at one time. All household pets shall be maintained on the owner's lot at all times.

9. LAND MINING OPERATIONS:

No drilling development, refining, quarrying, mining or prospecting for any minerals of any kind shall be permitted upon any building site, nor shall any well, tanks, tunnels, mineral excavations or shafts be permitted upon any building site. No derrick or other structure designated for use in boring for any minerals shall be erected maintained or permitted upon any building site.

10. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two (2) and eight (8) feet above the street elevations shall be placed or permitted to remain on any corner lot within the triangular area formed by the streets, property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a round corner, from the intersection of the street property lines extended to intersect. The same sight line limits shall apply on any building site within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within the above sight line of each intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the above sight lines.

11. EASEMENTS:

All easements for the installation, removal, replacement and maintenance of equipment of the subdivision and/ or any easements that may be other wise granted for public utility purposes are reserved herein. No building or any other permanent structure shall be constructed or placed within any ground easements.

The title to any building site shall not include title to any utility equipment located within these easements.

The right of entry to any easement for the purpose of construction, maintaining, replacing and repairing any public utility equipment located therein is expressly reserved and neither the parties executing this instrument nor their assigns, nor the operator of any public utility shall be liable for damage to any plant, structure or building situated on such easement because of any construction, maintenance, removal or repair of the equipment.

12. ENFORCEMENT:

Any person, partnership, corporation or other legal entity owning any residential lot in ARTESIAN OAKS SECTION THREE (3) which is subject to the restrictions hereinafter imposed, shall have the right, but not the obligation to require the observance of these conditions, restrictions, and covenants by the prosecution of any proceedings at law or in equity against any person, partnership, corporation or legal entity so violating or attempting to violate the same to require removal of any such violation or to enjoin the attempted violation, and shall also be entitled to recover any damages, expenses and attorney fees incurred in enforcing these provisions.

Invalidation of any one of the provisions of this instrument by judgment of any court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

13. RESERVATIONS:

1. Declarant reserves the right to impose further restrictions and dedicate additional easements and roadway rights-of-way with respect to lots which have not been sold by Declarant by instrument recorded in the office of the County Clerk of Montgomery County or by express provisions in conveyance deeds.
2. Declarant reserves the right to make minor changes in and additions to all easements for the purpose of most efficiently and economically installing utility systems.
3. Declarant reserves the right to extend the provisions of this instrument to cover one or more additional sections of Artesian Oaks Subdivisions, which may be platted in the future.

14. MISCELLANEOUS:

1. No exterior speaker, horn, whistle, bell or other sound device except security devices used exclusively for security purposes, shall be located, used or placed upon any lot or residence.
2. No outside clotheslines or other outside clothes drying or airing facilities shall be permitted, at any time, on any lot except in an enclosed service area not visible to the public.

3. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, other than a small satellite dish (18 inches or less in diameter) and same must be approved by the Architectural Control Committee prior to installation. Neither radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot, which may unreasonably interfere with the reception of television or radio signals upon any other lot.
4. Any building or other improvement on any lot that is destroyed partially or totally, by fire, storm or any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition.
5. No lot shall be used in such a manner as to increase the hazard of fire to any other lot or property.

15. CUTTING WEEDS AND GRASS:

1. Each lot shall be kept free of trash and garbage and high grass and weeds and shall be otherwise kept in a neat and attractive appearance. If any lot owner fails or neglects to so maintain his lot, Artesian Oaks Maintenance Fund, Inc. shall have the right to do that at such owner's expense upon such owner's failure to remedy within seven days after Artesian Oaks Maintenance Fund, Inc. notifies the lot owner in writing of his default under this provision.

16. ARTESIAN OAKS MAINTENANCE FUND, INC.:

1. Each lot shall be subject to an annual maintenance charge of one hundred dollars (\$100) per year per lot for the purpose of creating a fund to be known as the Artesian Oaks Maintenance Fund and which maintenance fund charge shall be paid by the owner or owners of each lot in conjunction with like charges to be paid by all other lot owners. This maintenance charge will be paid by the owner or owners of each lot within ARTESIAN OAKS, SECTION THREE (3), to Artesian Oaks Maintenance Fund, Inc. in advance annual installments to be determined by Artesian Oaks Maintenance Fund, Inc., the date of payment thereof being January 1st of the year immediately following the year in which said lot was purchased from Declarant. A late fee of 1% per month shall be assessed to all past due balances. Owner or owners agree to pay in addition to all maintenance fees and interest due, all cost of collections including but not limited to all cost of court, attorney fees, collection agency fees, filing fees, release fees, etc.
2. The amount to be paid on the first annual payment date shall be the prorated portion of the year of sale in which the payee-owner or owners owned the respective lot, plus the advance payment for the year subsequent to the year of such sale. The annual maintenance charge per lot may be adjusted from year to year by Artesian Oaks Maintenance Fund, Inc. as the needs of the subdivision may in the judgment of Artesian Oaks Maintenance Fund, Inc., require, but in no event shall such maintenance fund be increased more than ten percent in any one calendar year.
3. The maintenance fund shall be applied, insofar as it may be sufficient, toward the payment for maintenance or installation of paths, parks, esplanades, vacant lots, street lighting, fogging, employing policeman and workman, and other things necessary or desirable in the opinion of Artesian Oaks Maintenance Fund, Inc., to maintain or improve the property, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions it being understood that the judgment of Artesian Oaks Maintenance Fund, Inc., in the expenditure of said fund shall be final so long as said judgment is exercised in good faith.

4. The maintenance charge shall remain effective until January 1, 2025, and shall automatically be extended thereafter for successive periods of five years; provided, however, that the owners of the majority of the lots may revoke such maintenance charge on either January 1, 2025, or at the end of any successive five (5) year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk of Montgomery County, Texas, at any time prior to January 1, 2025, or at any time prior to the expiration of any successive five (5) year period thereafter.
5. To secure the payment of the maintenance fund charge established hereby and to be levied on individual lots as above prescribed, there is hereby reserved a Vendors lien on each such lot for the benefit of Artesian Oaks Maintenance Fund, Inc., said liens to be enforceable through appropriate proceedings, at law by such beneficiary; provided, however, that each such lien is specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner or owners of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/ or the improvement or any such lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such of first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.
6. The above maintenance charge shall not be applicable to any lots owned by Declarant or its legal successor acting in the capacity as developer of Artesian Oaks at any time.
7. The Board of Directors for Artesian Oaks Maintenance Fund, Inc. shall be elected by Declarant until Declarant has sold 90% of the lots in the subdivision from and after which time the Board of Directors shall be elected by the lot owners in accordance with the Bylaws of Artesian Oaks Maintenance Fund, Inc.

17. MODIFICATIONS:

The Architectural Control Committee may at any time and from time to time grant exceptions or variances to these restrictions and other items shown on said plat when doing so will not be inconsistent with the overall plan for the development of Artesian Oaks, Section Three (3); provided however that no such modifications and/ or exceptions shall impose further restrictions or covenants on any lot without the consent of the owner of such lot.

18. TERM:

These restrictions, covenants, and conditions shall run with the land and shall be binding on all parties and all persons owning residential lots in said subdivision until January 1, 2025, at which time they shall automatically be extended for successive periods of ten (10) years unless an instrument signed, and duly acknowledged to entitle it to record, by a majority of then lot owners has been recorded in the County Clerk's office in Montgomery County, Texas, agreeing to change these restrictions, covenants and conditions in whole or in part.

19. ACKNOWLEDGMENTS:

EXECUTED this 24th day of MAY 2001.

Terra Firma Development Corp., Owner

By J. Mark Dooley President

ATTEST:

By Robin Dooley Secretary
Robin DooleySTATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Mark Dooley, President of Terra Firma Development Corp., known to me or made known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Terra Firma Development Corp., a Texas corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day
the 24th day of MAY, 2001

Lisa Marie Violet
NOTARY PUBLIC, MONTGOMERY COUNTY, TEXAS

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 Robin Dooley, Secretary of Terra Firma Development Corp., known to me or made known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Terra Firma Development Corp., a Texas corporation, and that she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

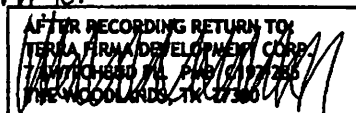
GIVEN UNDER MY HAND AND SEAL OF OFFICE this day
the 24th day of MAY, 2001

Lisa Marie Violet
NOTARY PUBLIC, MONTGOMERY COUNTY, TEXAS



After recording return to:


City of Conroe
PO Box 30466
Conroe, TX 77305



FILED FOR RECORD

01 AUG -9 PM 12:05


MARK TURNBULL, CLERK
MONTGOMERY COUNTY, TEXAS

 DEPUTY

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in
the number indicated on the face and of the back
of the original hereon by me and was duly recorded in
the official Public Records of Real Property of
Montgomery County, Texas.

AUG - 9 2001




Mark Turnbull
CLERK
MONTGOMERY COUNTY, TEXAS