

successors and assigns, and all persons or parties claiming under it or them for a period of thirty-five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of any such period of thirty-five (35) years or ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter.

5. 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 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 or persons owning property in the Subdivision may have sustained by reason of the violation. The Developer or any person owning property in the Subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

6. 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.

7. 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.

II

Buildings and Use of Lots

1. Basic Rule. There shall not be built upon any lot a residential structure containing within the exterior or the interior walls less than 1,200 square feet of area (exclusive of porches, whether open or enclosed). No trailer houses shall be installed upon any lot in the Subdivision. This provision shall not be deemed or construed to exclude modular houses if placed upon permanent slab or 4 x 6 beam foundations. The owner of any lot who proposes to install a

modular home thereon shall not commence such installation until the Developer has approved of the modular home to be installed and the method of construction of its foundation.

2. **Effect of Inaction.** If any matter requires approval of the Developer or the exercise of discretion by the Developer in accordance with the terms of these Restrictions, Reservations and Covenants and the Developer has not exercised such discretion or rendered any such decision in writing within twenty (20) days after request therefor containing all information necessary to the making of such decision or the exercise of such discretion is delivered to Developer, then it shall be deemed that Developer has approved the proposal or has exercised discretion in the manner requested.

3. (a) No building shall be erected, altered or permitted to remain on any lot or multiple adjacent lots of less area, in total, than 22,500 square feet. A lot may be subdivided by the owner thereof provided that no parcel resulting from such Subdivision is less than one-half acre in size.

Once the owner of any lot or building site has commenced the construction of a house or other permanent structure upon any such lot or building site, the owner must diligently proceed to complete such structure in accordance with the plans therefor approved by the Committee. The exterior of such house or permanent structure must be completed not later than six (6) months from the date that construction thereon commenced.

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4. No building or other structures shall be located permanently or temporarily on any Lot nearer than 15 feet to any boundary of such Lot; and no structure or building shall be located between any lot boundary and building line or set-back line imposed on such lot by the terms of the conveyance of such lot by the Developer. No camper, recreational vehicle or boat shall be parked on any Lot nearer than 15 feet to any boundary of such Lot. For purposes of this Covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of any improvements on any Lot to encroach upon another Lot.

5. All lots in the Subdivision shall be used only for single-family camping or residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. The renting or leasing of any improvements upon any Lot for single family, camping or residential purposes shall not be deemed a commercial business or professional purpose.

6. Except as specifically allowed hereby, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance, are not allowed to run loose and do not constitute a danger or potential or actual disruption of other lot owners, their families or guests.

7. All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property.

8. In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

9. No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot without the approval of the Developer. The Developer shall have the right to remove and dispose of any sign, advertisement, billboard or advertising structure prohibited by this provision which is placed on any lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

10. No lot or other portion of the Subdivision shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun or any other firearm.

11. Driveways shall be constructed entirely of concrete or asphalt or iron ore or shell or another all-weather material.

12. No obstruction of any kind shall be permitted in any drainage ditch within the Subdivision; without limiting the generality of the foregoing, no culvert shall be installed or permitted in any drainage ditch unless the size thereof is sufficient to allow drainage of property naturally draining through such ditch.

13. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto.

14. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon any lot, nor shall any oil wells, oil tanks, mineral excavations or shafts be permitted upon any lot. No derrick or

other structure designed for use in boring for oil or natural gas, shall be erected, maintained or permitted on any building site. Water wells may be drilled and maintained.

15. Motorcycle operation is specifically prohibited within the boundaries of the Subdivision except upon streets, and then only when operated in a quiet manner with appropriate muffler.

III

Development Charges

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1. Each lot (or residential building site) in the Subdivision shall be and is hereby made subject to a monthly utility charge of three dollars and fifty cents (\$3.50) per month payable to the Developer, which charge shall be payable from the first day of the month following the month in which a water line is extended to a property line of the subject lot and shall continue until the water line to service permanent improvements upon the lot is connected, whereupon such charge shall terminate. Once any lot owner has connected improvements to such water line, such owner shall pay to the Developer for water service the sum of \$8.50/month until Developer no longer operates such water system as provided herein. These charges shall be deemed a part of the Development Charges set out below and shall be secured by the lien securing payment of Development Charges.

2. Each lot shall also be subject to Development Charges payable to the Developer as follows:

(a) When the Owner of any lot desires to make a connection to the water line system installed by the Developer, a Development Charge of \$350.00 shall be payable; and

*Base
on
Mantel
L. No. 142*

(b) When and if the roadway (or roadways in the case of a corner lot) in the Subdivision are paved with asphalt or surfaced with concrete or other all-weather permanent surface, then there shall be payable to the Developer a Development Charge calculated by multiplying the number of lineal feet along the boundary (or boundaries) of the road easement (or road easements) adjacent to each lot by \$2.50/foot.

The Development Charge shall not, without the consent of the Developer, apply to lots owned by the Developer, so long as said lots remain for sale.

X

3. In order to secure the payment of the Development Charges hereby levied, a vendor's lien shall be and is hereby reserved (and may be, but is not required to be reserved in the Deed from the Developer to the purchaser of each lot or portion thereof), which lien shall be enforceable through appropriate judicial proceedings by the Developer. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or savings and loan association ("Institutional Lender") which heresiter lends money for the

VCL 1164-143

STATE OF TEXAS
COUNTY OF

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BEFORE ME, the undersigned authority, on this day personally appeared CARL H. KLEIMANN, President of KLEIMANN ESTATES, INC. a 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 the 27th day of February, 1978.



James Nelson
Notary Public in and for
Montgomery County, Texas

THE STATE OF TEXAS
COUNTY OF _____

(Acknowledgment) Vol. 1164, p. 145

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the person whose name _____ 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 on this the _____ day of _____, A.D. 19 _____

Notary Public in and for _____ County, Texas.

My commission expires _____ 19 _____

(Printed or stamped name of notary)

THE STATE OF TEXAS
COUNTY OF _____

(Acknowledgment)

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the person whose name _____ 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 on this the _____ day of _____, A.D. 19 _____

Notary Public in and for _____ County, Texas.

My commission expires _____ 19 _____

(Printed or stamped name of notary)

WARRANTY DEED

TO

PREPARED IN THIS LAW OFFICE OF

PLEASE RETURN TO

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

(Corporate Acknowledgment)

Before me, the undersigned authority, on this day personally appeared **Carl Kleinern**
PRESIDENT of **Kleinern Estates, Inc.**,

a 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 on this the 1st day of November, A.D. 19 79



Hellen Heasley
Notary Public in and for _____ County, Texas.

My commission expires November 19 80

(Printed or stamped name of notary)

EXHIBIT "A"

BEING 110.582 acres of land out of the Neal Martin Survey, Abstract No. 26, Montgomery County, Texas, and being a part of the same land in Deeds to Carl Kleimann, recorded in Volume 786, Page 768, Emma K. Stanfield, recorded in Volume 786, Page 776, and John R. Kleimann, recorded in Volume 786, Page 784, Deed Records of Montgomery County, Texas; and, said 110.582 acres being more particularly described as follows:

BEGINNING at the Northwest corner of Edward C. Barnes tract, Deed of which is recorded in Volume 416, Page 331, Deed Records, Montgomery County, Texas, and the South line of former Rachel O'Banion et al., tract, Deed of which is recorded in Volume 300, Page 611, Deed Records, Montgomery County, Texas, and the lower Northeast corner of former John B. Kleimann tract, Deed of which is recorded in Volume 289, Page 15, Deed Records, Montgomery County, Texas, for the lower Northeast corner of herein described tract:

THENCE N. 75° 00' W., along the South line of said former O'Banion tract, passing here Southwest corner and the Southeast corner of James H. Foster, Trustee, tract, Deed of which is recorded in Volume 665, Page 564, Deed Records, Montgomery County, Texas, and continuing along his lower South line and the lower North line of said Kleimann tract for a total distance of 2880.68 feet to the lower Southwest corner of said Foster tract and an inside corner of herein described tract;

THENCE N. 14° 56' 42" E., along the lower West line of said Foster tract and the upper East line of said Kleimann tract for a distance of 849.83 feet to an inside corner of said Foster tract and the upper Northeast corner of said Kleimann tract;

THENCE N. 73° 54' W., along the upper South line of said Foster tract and the upper North line of said Kleimann tract for a distance of 2243.25 feet to its intersection with the 201 contour line of Lake Conroe;

THENCE along the 201 contour line of Lake Conroe with its meanders as follows:

S. 37° 39' 35" W., 208.95 feet,
 N. 64° 39' 25" W., 199.80 feet,
 S. 76° 32' 35" W., 112.44 feet,
 N. 52° 55' 25" W., 68.82 feet,
 N. 17° 12' 35" E., 115.63 feet,
 N. 37° 29' 00" W., 131.69 feet to its inter-

section with the upper South line of said Foster tract and the upper North line of said Kleimann tract;

THENCE N. 74° 00' 50" W., along the upper South line of said Foster tract and the upper North line of said Kleimann tract for a distance of 561.23 feet to its intersection with the 201 contour line of Lake Conroe;

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THENCE along the 201 contour line of Lake Conroe with its meanders as follows:

S. 28° 00' 30" W., 92.40 feet,
S. 09° 08' 30" E., 242.20 feet,
S. 32° 52' 30" W., 252.45 feet,
S. 43° 08' 30" W., 264.40 feet,
S. 10° 59' 30" E., 148.85 feet,
N. 85° 24' 30" E., 92.70 feet,
N. 37° 27' 30" E., 195.55 feet,
S. 21° 13' 30" E., 206.50 feet,
N. 54° 06' 30" E., 49.35 feet,
N. 09° 41' 30" W., 168.12 feet,
N. 27° 29' 30" E., 172.55 feet,
N. 06° 56' 30" E., 113.04 feet,
N. 06° 37' 30" W., 105.10 feet,
N. 27° 28' 30" E., 162.44 feet,
S. 80° 44' 30" E., 118.50 feet,
S. 16° 38' 30" E., 121.80 feet,
S. 30° 05' 30" W., 161.75 feet,
S. 28° 22' 30" W., 239.80 feet,
S. 25° 47' 30" E., 129.65 feet,
S. 73° 22' 30" E., 114.55 feet,
N. 67° 03' 30" E., 89.68 feet to a point for

corner;

THENCE N. 45° 14' 03" E., for a distance of 193.67 feet to a point for corner;

THENCE S. 62° 22' 00" E., for a distance of 1750.0 feet to a point for corner;

THENCE S. 52° 21' 37" E., for a distance of 738.05 feet to a point for corner;

THENCE S. 14° 56' 42" W., for a distance of 503.59 feet to a point for corner;

THENCE S. 75° 00' E., for a distance of 3184.85 feet to a point for corner in the lower East line of said Kleimann tract and the West line of said Barnes tract;

THENCE N. 14° 38' 30" E., along the West line of said Barnes tract and the lower East line of said Kleimann tract for a distance of 762.34 feet to the point of beginning, and containing 110.582 acres of land.

" EXHIBIT B"
 FIELD NOTES
 Boat Ramp

Field notes of a 0.75 acre tract or parcel of land lying and being situated in the Neal Martin Survey, Abstract Number 26, Montgomery County, Texas, and being part of the same land described in deed to Carl Kleimann recorded in Volume 786, Page 768, deed to Emma K. Stanfield recorded in Volume 786, Page 776, and deed to John R. Kleimann recorded in Volume 786, Page 784 of the Montgomery County deed records, and being more particularly described as follows:

COMMENCING at the northwest corner of the Edward G. Barnes tract, deed of which is recorded in Volume 416, Page 331, M.C.D.R., and the south line of the former Rachel O'Banion et al tract, deed of which is recorded in Volume 300, Page 611, M.C.D.R., and the lower northeast corner of the former John B. Kleimann tract, deed of which is recorded in Volume 289, Page 15, M.C.D.R.;

THENCE N 75° 00' 00" W along the south line of the beforementioned former O'Banion tract, same being the centerline a 60 foot wide road easement, for a distance of 3114.68 feet to a point, said point being the intersection of the centerline of two 60 foot wide road easements;

THENCE N 16° 19' 55" E with the centerline of said road easement for a distance of 432.42 feet to a point marking the intersection of the centerline of two 60 foot wide road easements;

THENCE E 74° 45' 55" W with the centerline of said road easement for a distance of 1154.60 feet to a point marking the intersection of the centerline of two 60 foot wide road easements;

THENCE N 69° 54' 05" W with the centerline of said road easement for a distance of 696.41 feet to a point marking the intersection of the centerline of two 60 foot wide road easements;

THENCE S 54° 01' 10" W with the centerline of said road easement for a distance of 209.14 feet to a point marking the intersection of the centerline of two 60 foot wide road easements;

THENCE N 62° 22' 00" W with the centerline of said road easement for a distance of 830.05 feet to a point marking the intersection of the centerline of three 60 foot wide road easements, and the place of beginning;

THENCE S 45° 30' 00" W with the centerline of said road easement for a distance of 131.44 feet to a point, said point being the southeast corner of this 0.75 acre tract;

THENCE N 62° 22' 00" W for a distance of 143.38 feet to an iron rod set for a corner;

THENCE N 27° 38' E for a distance of 34.76 feet to an iron rod set for a corner;

THENCE N 62° 22' W for a distance of 100.00 feet to an iron rod set for a corner in the proposed reclaimed boundary line of Lake Conroe perennial easement;

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TRENCHE N 26° 50' 04" E with said Lake Conroe easement for a distance of 40.01 feet to an iron rod set for a corner;

TRENCHE S 62° 22' E for a distance of 100.00 feet to an iron rod set for a corner;

TRENCHE N 50° 00' E for a distance of 120.00 feet to an iron rod set for a corner;

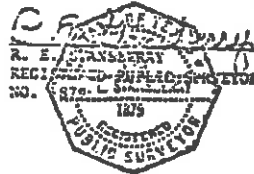
TRENCHE S 62° 22' E for a distance of 123.19 feet to an iron rod set in the centerline of a 60 foot road easement and the most easterly corner of this 0.75 acre tract;

TRENCHE S 13° 22' W with said road easement centerline for a distance of 62.57 feet to the place of beginning containing 0.75 acres more or less.

The portion of the beforementioned 0.75 acre tract described below is dedicated to the public for utility lines to serve the property herein described and other property in the 110.582 acre tract from which this property is taken.

A fifteen foot wide public utilities easement is hereby dedicated along said road easement(s) being bounded by a line 30 feet from and parallel to the centerline of said road easement(s) and a line 45 feet from and parallel to the centerline of said road easement(s).

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FILED FOR RECORD

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ROY L. BROWN'S CLERK
COUNTY CLERK'S OFFICE

Roy L. Brown

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stansberry engineering

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260-01-1648

KLEIMANN ESTATES

REAL PROPERTY RECORDS

31

RESTRICTIONS, RESERVATIONS AND COVENANTS

ADDENDUM NO. 1

8412073

STATE OF TEXAS)
COUNTY OF MONTGOMERY)

KNOW ALL MEN BY THESE PRESENTS:

This addendum No. 1 is to the "Reservations, Restrictions and Covenants" of Kleimann Estates dated February 27, 1979 and recorded in Volume 1164, beginning at page 138 in the Deed Records, in the office of the County Clerk, Montgomery County, Texas. The addendum consists of the addition of one paragraph (called paragraph three) to Section 1, Subsection 2 recorded in Volume 164 at Page 138 of the Deed Records, Montgomery County, Texas which provides as follows, to-wit:

"All of the roads in the subdivision (Sections 1, 2 & 3) will be built to County specifications, and maintained until taken over for maintenance by the County, or other public entity, by the undersigned developer or its assigns at the developers sole expense, except for the hereinafter mentioned "Development Charges."

All other terms and conditions in the above instrument recorded in Volume 1164, Page 138, et al, Deed Records, Montgomery County, Texas, will remain in full force and effect.

EXECUTED this the 13th day of March, 1984.

KLEIMANN ESTATES, INC.

ATTEST:

BY

Carl H. Kleimann

By: *C. M. Leftwich*
Asst. Secretary

Carl H. Kleimann, Individually and as President

STATE OF TEXAS
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this the 14th day of March, 1984 by Carl H. Kleimann, Individually and on behalf of the corporation.

My commission expires

FILED FOR RECORD

Jenia Wilson

Notary Public, State of Texas

2/27/88

1984 MAR 14 AM 10:25

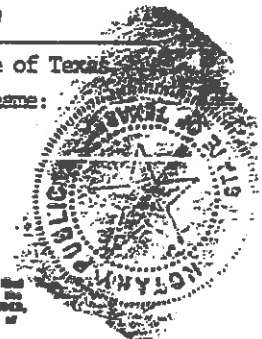
Notary's Printed Name:

Return To:

Proy Harris
COUNTY CLERK
MONTGOMERY COUNTY TEXAS

Carl H. Kleimann
P.O. Box 154
Willis, Texas 77373

STATE OF TEXAS
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed in the Public Records on the date and at the time stated herein by me and was duly recorded in the official Public Records of said Property of Montgomery County, Texas.



MAR 14 1984



Proy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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KLEIMANN ESTATES

RESTRICTIONS, RESERVATIONS AND COVENANTS

8515533

ADDENDUM NO. 2

REAL PROPERTY RECORDS

STATE OF TEXAS }
COUNTY OF MONTGOMERY }

KNOW ALL BY THESE PRESENTS:

This addendum No. 2 is to the RESTRICTIONS, RESERVATIONS AND COVENANTS OF KLEIMANN ESTATES, SECTIONS ONE (1) and TWO (2) dated February 27, 1979 and recorded in Volume 1164, Page 138 of the Deed Records in the Office of the County Clerk, Montgomery County, Texas.

This addendum consists of the following, to-wit:

1. The first sentence of Paragraph 5 is hereby deleted and the following substituted: to-wit: "All lots or tracts of land in Kleimann Estates, Sections One (1) and Two (2) will not be used for camping or other recreational purposes but only for single family residential purposes."
2. The following sentence is added to Paragraph 5., to-wit: "The construction of all residences, garages or other out-buildings will be constructed of materials normally used in such construction and no metallic or other material not normally used will be allowed."

EXECUTED this the 12th day of February, 1985.

FILED FOR RECORD

1985 APR 18 AM 10 43

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

KLEIMANN ESTATES, INC.

By: *Carl H. Kleimann*
President

State of Texas
County of Montgomery

This instrument was acknowledged before me on the 12th day of February by Carl H. Kleimann, individually and on behalf of the corporation.



Jennie Harris
Notary Public - State of Texas

Notary's Printed name:
My commission expires:

JENNIE WILSON
Notary Public
My commission expires 3/27/88

NOTE TO THE COUNTY OF MONTGOMERY
I hereby certify that the foregoing is the true and correct copy of the original as the same appears on the file and of the same recorded herein by me and was duly acknowledged in the office of the County Clerk of the County of Montgomery County, Texas.

APR 18 1985

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS