

RE nks ./7/i:5/15/81

074-01-1888

REAL PROPERTY RECORDS

✓ 23- 22-20

8119103

RESTRICTIONS  
CLEAR CREEK FOREST SUBDIVISION  
SECTION 12

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

THAT, in order to insure to all purchasers of property in the CLEAR CREEK FOREST, SECTION 12 SUBDIVISION, a Subdivision in the DORINDA M. GOHEEN Survey, Abstract No. 234, Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet C, Sheet 144-A, of the Plat Records of Montgomery County, Texas, ("the Subdivision"), that all properties situated therein will be developed and maintained in a uniform manner to the mutual benefit of all owners and future owners thereof, MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST (hereinafter called "Subdivider"), a Texas corporation with offices and principal place of business in The Woodlands, Montgomery County, Texas, the present owner of all of said properties, acting herein by and through its duly authorized officers, does hereby ADOPT, ESTABLISH, and IMPOSE the following reservations, restrictions, covenants and conditions upon all Lots and Reserves "E", "F", and "G", in the Subdivision which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of present owners, their respective successors and assigns, and to each and every purchaser of any of said properties, their respective heirs, legal representatives, successors and assigns, to-wit:

DURATION, RENEWAL, EXTENSION

These conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until January 1, 2000; and shall be automatically extended for successive ten (10) year periods thereafter unless on or before one (1) month prior to the end of any such period of time three-fourths (3/4ths) of the owners of the Lots and Reserves "E", "F", and "G" in said Subdivision

074-01-1889

(the "Property") shall agree in writing, properly executed and recorded in the office of the County Clerk of Montgomery County, Texas, to amend or repeal such restrictions.

AMENDMENT

These conditions and restrictions may be amended at any time when three-fourths (3/4ths) of the owners of Lots and Reserves "E", "F", and "G" in said Subdivision shall agree in writing, properly executed and recorded in the Office of the County Clerk of Montgomery County, Texas, to amend or repeal such restrictions. The three-fourths vote shall be computed on the basis of one vote per Lot or Reserve regardless of ownership of more than one such Lot or Reserve.

LAND USE

All numbered Lots in Clear Creek Forest, Section 12, shall be used for residential purposes only. Reserve "E" shall be used for community recreational purposes only. Reserves "F" and "G" shall be used only for the drilling and operation of a water well, water storage and treatment purposes, and uses appurtenant thereto. No noxious or offensive trades or activities shall be carried on upon any of the Lots or Reserves "E", "F" or "G" in said Subdivision, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in the area. No Lot or Reserve "E", "F", or "G" shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the laws of the local, state or federal governments.

LIVESTOCK, ANIMALS, PETS

The raising, keeping, or boarding of horses and cows shall be allowed on the following Lots only, and on no others: All Lots in Blocks 18, 19 and 20. No animals shall be raised or maintained on the Property in such manner or with such lack of care as to cause offensive odors or noises or so as to otherwise

be a nuisance or annoyance to persons of ordinary sensitivity. All livestock, domestic animals, and pets must be raised and maintained in accordance with all applicable County ordinances and must be confined to the owner's Lot or Lots unless personally attended or supervised by the owner or his representative. For the purpose of boarding livestock, fencing along property lines is permitted except that no fencing may be constructed across or within natural drainage swales in such a manner as to impede the flow of water, retain debris, or create or contribute to erosion.

DWELLING SIZE, LOCATION, APPEARANCE

No residence shall be built or maintained in said Subdivision having less than twelve hundred square feet of living area, exclusive of garages, patios, or open porches, except that no residence having less than sixteen hundred square feet of living area, exclusive of garages, patios, or open porches shall be built or maintained on the following Lots in said Subdivision:

<u>BLOCK #</u>	<u>LOT #</u>
1	1
4	17
5	1 through 19
9	1 through 19
10	15 through 20
11	2
12	20 through 38
13	15 through 28
18	161

All residences and any and all appurtenant structures thereto shall be set back from the right-of-way line of the roadways shown on the plat of the Subdivision in accordance with the platted building lines. The exterior of each residence shall be finished and, if of a material other than brick, stone, asbestos or other material not commonly decorated or painted, shall be coated with at least two coats of paint or stain. No tent, trailer, bus, basement, shack, barn, portable structure, or other outbuildings shall at any time be used as a residence, either temporarily or permanently. Any approved auxiliary buildings or

074-01-1891

facilities shall be located to the rear of the residence except that garages may be attached to the residence. No fencing is permitted between building lines and roadways shown on the plat unless approved as to location and design by the Subdivider under the provisions for Architectural Control.

ARCHITECTURAL CONTROL

Purchasers of Lots shall obtain written approval from the Subdivider of the location, character, and design of buildings and any other site improvements before commencement of work, to determine architectural suitability and conformity with restrictions. Purchasers shall submit to Subdivider three copies of all building or improvement plans, said plans to provide not less than the following information or the equivalent thereof: (i) dimensional site plan showing location, shape and size and design of all buildings, fencing, and site improvements; (ii) complete building plans and specifications indicating floor plan(s), structural design, building materials, interior and exterior finishes, building cross section(s), the height above natural grade adjoining the structure of the lowest occupied floor level and elevation views of the front (street facing) and at least one side of all proposed structures. Purchaser's submittal shall include a certified check or money order of not less than \$20.00 (or such other reasonable fee as may be specified by the Subdivider, its successors or assigns for Architectural Control services). Should the Subdivider not disapprove of the plans so submitted within twenty (20) days from the date of receipt and acceptance by the Subdivider, such plans will be deemed to have been approved. When construction of any improvement has begun, it shall be completed with reasonable diligence and no construction material or equipment shall be stored on the Property except in connection with construction which has begun and is continuing with reasonable diligence. Only one main residence and one secondary residence (for guests or servants) shall ever be built or maintained on any Lot. Provided, however, that more than one

074-01-1892

main residence may be built on a Lot if the plot plan and architectural plans are first approved in writing by Subdivider. This provision shall not be construed to permit resubdivision of a lot as hereinafter prohibited. The moving of used buildings onto any Lot in the Subdivision is prohibited unless such building is first inspected and approved in writing by the Subdivider. This right of inspection and right to review and approve all improvement plans may be delegated to a successor by written recorded instrument, and such successor may be a person, persons, corporation or non-profit corporation property owner's association.

SEWAGE DISPOSAL

Whenever a residence is established on any Lot it shall provide an inside toilet and shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with such Lot. The owner shall be responsible for obtaining the necessary permits from the County Health Department. No cesspool shall ever be dug, used or maintained on any parcel of land in said subdivision, and drainage of septic tanks or sewage into roads, streets, and alleys, ditches, ravines, or upon the open ground is prohibited.

DRIVEWAY, CULVERTS

The purchaser of a parcel of land in said Subdivision, upon constructing any residence upon his Lot, or any person making use of his Lot, shall place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property and shall fill in sufficient dirt over and around same to construct a driveway to the premises. The inside bottom of said culvert must be even with or slightly below the level of the ditch. The minimum size of the culvert shall be 18 inches in diameter with not less than 1.75 square foot waterway opening. Should the owner's Lot be subject to a Special Purpose Easement granted to Exxon Corporation (as designated on the plat of the Subdivision), the owner must furnish prior written notice to Exxon Corporation before beginning such work, and owner shall be

074-01-1893

liable for any damage to any pipeline or pipelines caused by owner's excavation or construction upon said easement.

VEHICULAR ACCESS

No through road, street or other vehicular passageway shall ever be opened across any Lot in said Subdivision EXCEPT as may be deemed reasonably necessary by Subdivider, its successors or assigns, for the proper development of the Subdivision. Both on and off-road vehicles (including, without limitation, motor-cycles), are expressly prohibited from operation within the subdivision except on public rights-of-way or on private driveways or internal access roads and, if on private driveways or internal access roads, only with the express consent of the owners thereof.

UTILITY, SPECIAL PURPOSE, AND ACCESS EASEMENTS

All tracts in said Subdivision are sold subject to easements for public utilities as may be already existing, or as may become reasonably necessary for the Subdivider, its successors and assigns, to create in the future, the right to do so being hereby reserved, so as to permit proper development of the Subdivision and provide the necessary utilities. All tracts of land in said Subdivision are sold subject to roads, easements and building lines as shown on the plat of said Clear Creek Forest, Section 12, as referred to above. Further, certain Lots in the Subdivision are sold subject to Special Purpose Easements owned by Exxon Corporation as shown on the plat of the subdivision, reference to which is hereby made. No improvements may be constructed or erected across or upon such easements other than driveways, utility and sewer lines, landscaping and fences. Such improvements may be constructed only if expressly consented to in writing by Exxon, and such consent may be withheld by Exxon in its sole discretion. In the event such consent is granted by Exxon, the owner shall be liable to Exxon for any damage to pipelines located within such easement caused by such construction.

FLOOD PLAIN AREAS, BUILDING PERMITS

Portions of certain Lots in the Subdivision are within the 100-year flood plain as defined and identified by the County. Development and/or improvement within these areas shall be governed by all provisions of these restrictions and by County Flood Plain Improvement Ordinances presently existing and as amended from time to time. Approval by Subdivider of an owner's proposed improvement plans does not relieve such owner of the obligation to obtain necessary building permits from the County, nor does such approval by Subdivider indicate that such plans meet any or all applicable County requirements. Obtaining a building permit from the County does not relieve an owner from the obligation to comply with these restrictions.

MAINTENANCE CHARGE

For the purpose of creating a maintenance fund, there is hereby imposed an annual maintenance charge upon each Lot in the Subdivision in the amount of One Hundred Eight and No/100 Dollars (\$108.00) per Lot per year, SAVE AND EXCEPT, that all Lots within the Subdivision owned by Subdivider, or its successors or assigns, and not conveyed either by Deed or Contract for Deed shall be exempt from such charge until such time as such Lot or Lots have been conveyed to a purchaser or purchasers by Subdivider or its successors or assigns. The maintenance charge shall be payable annually in advance to Subdivider, its successors or assigns. The maintenance charge, together with the cost of collection thereof, including reasonable attorney's fees, shall be a charge on each Lot in the Subdivision, other than those Lots hereinabove expressly excepted, and shall be a continuing lien upon such Lots against which such charge is made. Payment of said maintenance charge may be enforced in any manner provided in law or in equity, including foreclosure of the lien and power of sale in like manner as in a mortgage or Deed of Trust. Said lien securing the maintenance charge is hereby declared to be expressly subordinate and inferior to any volun-

074-01-1895

tary lien, including any renewal and/or extension thereof, created on any lot by an owner thereof for the purpose of obtaining a construction or permanent loan, or both, for the purpose of constructing or purchasing a residence or improvements thereto upon such Lot. Such subordination of lien shall continue so long as such construction or permanent loan is outstanding. Funds arising from such maintenance charge shall be applied, so far as sufficient, toward the payment of expenses incurred for the maintenance or improvement of streets and roads located within the boundaries of the Subdivision, and for the payment of maintenance expenses incurred in connection with any or all of the following occurring only within road right-of-ways, easements, common areas, or reserves: Lighting, signs, sidewalks (if any), paths, recreational facilities, drainage, removal of litter and/or other actions necessary or desirable to keep the Subdivision neat and in good order or which Subdivider considers to be of a general benefit to the owners of Lots in the Subdivision. It is understood and agreed that the judgment of Subdivider, its successors or assigns, in the expenditure of the maintenance funds shall be final so long as such judgment is exercised in good faith. Subdivider, its successors or assigns, shall have the right to increase the maintenance charge from time to time in an annual amount equal to the percentage increase in the Consumer Price Index - All Items, 1967 equals 100 (as defined by the U.S. Department of Labor, Bureau of Labor Statistics) for the year next preceding the year for which the assessment is being made. Should the U.S. Department of Labor, Bureau of Labor Statistics cease to publish the Consumer Price Index - All Items, 1967 equals 100, Subdivider shall select such other indices which in its judgment reflect the then broad range of economic factors represented in the said Consumer Price Index - All Items, 1967 equals 100.

PROPERTY OWNERS' ASSOCIATION

Subdivider hereby reserves the right, in its sole discretion, after 60% of all Lots in the Subdivision have been sold, to



074-01-1896

form or cause to be formed a Property Owners' Association, which may be incorporated as a non-profit corporation, and to which each owner of a Lot within the Subdivision shall belong. If and when such association is formed, Subdivider, its successors and assigns, shall have the right to assign the obligation to collect and administer the annual maintenance charge to said association, together with the lien securing payment thereof, and from and after such time Subdivider, its successors and assigns, shall have no further obligation to collect or enforce the collection of such maintenance charge, or to perform any maintenance services related thereto.

FIREARMS

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

ENFORCEMENT, SEVERABILITY

Subdivider, any owner in the subdivision, or the Property Owners' Association, if any, shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of these covenants or restrictions, and either prevent such person or persons, from so doing by prohibitive or mandatory injunction, or 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 no wise affect or invalidate any of the other provisions, but all of such other provisions shall remain in full force and effect.

RIGHTS OF EXXON CORPORATION

Reserves "A", "B", "C", and "D", designated on the recorded plat of the subdivision, are subject to a recorded agreement between subdivider and Exxon Corporation. Under the terms of this agreement, Exxon Corporation agrees to restrict its actual drilling operations for oil and gas on these Reserves. Each owner of a lot in the subdivision is expressly prohibited from going upon or using, for any purpose whatsoever, the land

074-01-1897

contained in such Reserves or any portion thereof. In addition, there are certain other mineral interest owners who have the right to explore for and to produce oil, gas and minerals upon the subdivision. Each of these mineral owners has a superior right to use so much of the surface as is reasonably necessary to develop the oil and gas and other minerals.

Exxon Corporation has the right to use the surface of the property in the subdivision for geophysical operations. It is further understood that some of the geophysical operations involve the use of various kinds of energy sources in conjunction with geophysical detection and recording devices which measure and record geophysical properties of the earth, which properties include, by way of example and not of limitation, magnetics, acoustics, gravity, electricity or radiation. Exxon Corporation has agreed to refrain from using a large conventional explosive source for geophysical detection. The foregoing in no way limits Exxon Corporation's right to use light explosive charges (approximately one pound) or non-explosive sources for geophysical operations.

FURTHER DEVELOPMENT

Notice is hereby given to each purchaser of a lot in the subdivision that subdivider may in the future add an additional section or sections to the Clear Creek Forest Subdivision. Purchasers of lots in such future section or sections may be entitled to use recreational facilities in the Clear Creek Forest, Section 12 Subdivision.

This instrument may be executed in counterparts.

IN WITNESS WHEREOF, MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed

on this the 12<sup>th</sup> day of May, 1981.

MITCHELL DEVELOPMENT CORPORATION  
OF THE SOUTHWEST



By: David G. Carson  
Assistant Secretary

By: Edmund Weiss  
Senior Vice President

FC

U71-01-1896

THE STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument as Senior Vice President of Mitchell Development Corporation of the Southwest, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of May, 1981.

*Wanda M. Hill*  
Notary Public for the  
State of Texas  
WANDA M. HILL  
Notary Public, State of  
My Commission Expires 6/1/84



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

MAY 27 1981

FILED FOR RECORD

1981 MAY 27 AM 10:00

*Roy Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

9226913

ASSIGNMENT OF RIGHTS, DUTIES AND OBLIGATIONS TO COLLECT MAINTENANCE CHARGE

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MITCHELL/SOUTHWEST, successor to Mitchell Development Corporation of the Southwest ("Subdivider"), did adopt, establish and impose certain restrictions recorded under County Clerk's File No. 8119103 of the Real Property Records of Montgomery County, Texas ("Restrictions") on Clear Creek Forest Subdivision Section 12, a subdivision in Montgomery County, Texas according to the map or plat thereof recorded in Cabinet C, Sheet 144-A of the Plat Records of Montgomery County, Texas ("Clear Creek Forest, Section 12");

WHEREAS, the Restrictions provide for the collection and administration of a maintenance charge by Subdivider; and

WHEREAS, the Restrictions also provide that the obligation to collect and administer the annual maintenance charge may be delegated or assigned to the Association.

NOW, THEREFORE, Subdivider does hereby assign the right to collect and administer the annual maintenance charge and to foreclose on the lien securing payment of said maintenance charge along with all of Subdivider's rights, duties and obligations relating thereto, to the CCF, Section 12, Property Owners' Association, Inc. ("Association"). It is specifically agreed and understood that no other right, duty or obligation of the Subdivider pursuant to the Restrictions is being assigned to the Association.

The Association hereby accepts the foregoing assignment, and agrees to assume and perform all of the duties and obligations relating thereto to be performed by Subdivider under the Restrictions effective as of April 30, 1992 ("Effective Date"). Further, the Association agrees to indemnify and hold harmless Subdivider for any liability for performance or non-performance of the rights, duties and obligations herein assumed by the Association.

MITCHELL/SOUTHWEST

By: [Signature]
Name: Don Crawford
Title: Vice President

CCF, SECTION 12, PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
Name: J. L. Rogers
Title: President

FILED FOR RECORD

92 JUN -2 PM 1:48

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in the Numbered Subdivision 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.

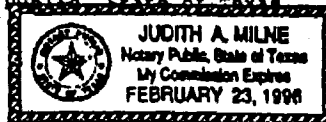
JUN 02 1992



THE STATE OF TEXAS
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on May 1, 1992 by Don Crawford, Vice President of Mitchell/Southwest, a Delaware corporation, on behalf of said corporation.

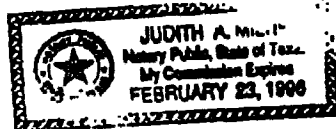
Notary Public, State of Texas



THE STATE OF TEXAS
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on May 1, 1992, by J. L. Rogers, President of CCF, Section 12, Property Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas



AFTER RECORDING RETURN TO:
Mitchell/Southwest
2201 Timberloch Place
The Woodlands, Texas 77380
Attention: Mary Rose
AKW/pl/OAAGDOMS.1/04-21-92

ORIGINAL DIM

9603364

ASSIGNMENT OF RIGHTS, 125-00-2341  
DUTIES AND OBLIGATIONS  
TO REVIEW AND APPROVE ALL IMPROVEMENTS

NOV 28 1995  
FEB 08 1996  
910

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

WHEREAS, MITCHELL/SOUTHWEST, successor to Mitchell Development Corporation of the Southwest ("Subdivider"), did adopt, establish and impose certain restrictions recorded under County Clerk's File No. 8119103 of the Real Property Records of Montgomery County, Texas ("Restrictions") on Clear Creek Forest Subdivision Section 12, a subdivision in Montgomery County, Texas according to the map or plat thereof recorded in Cabinet C, Sheet 144-A of the Plat Records of Montgomery County, Texas ("Clear Creek Forest, Section 12");

WHEREAS, the Restrictions provide for the Subdivider to review and approve all improvements prior to construction; and

WHEREAS, the Restrictions also provide that the right of inspection and right to review and approve all improvements may be delegated or assigned to a non-profit corporation property owner's association.

NOW, THEREFORE, Subdivider does hereby assign the right of inspection and right to review and approve all improvements along with all of Subdivider's rights, duties and obligations relating thereto, to the CCF, Section 12, Property Owners' Association, Inc. ("Association").

The Association hereby accepts the foregoing assignment, and agrees to assume and perform all of the duties and obligations relating thereto to be performed by Subdivider under the Restrictions effective as of September 29, 1995 ("Effective Date"). Further, the Association agrees to indemnify and hold harmless Subdivider for any liability for performance or non-performance of the rights, duties and obligations herein assumed by the Association after the Effective Date.

RECORDER'S MEMORANDUM  
At the time of recordation, this instrument was found to be inadequate for the best photogra-  
phic reproduction because of illegibility, carbon  
or photo copy, discolored paper, etc. All black-  
outs, additions and changes were present at the  
time the instrument was filed and recorded.

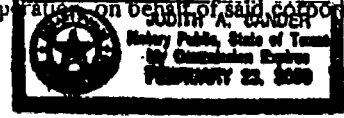
MITCHELL/SOUTHWEST  
By: [Signature]  
Name: William A. Ross, Jr.  
Title: Vice President

DEC 06 1995

CCF, SECTION 12, PROPERTY OWNERS'  
ASSOCIATION, INC.  
By: [Signature]  
Name: Paul A. Diquette  
Title: President

THE STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

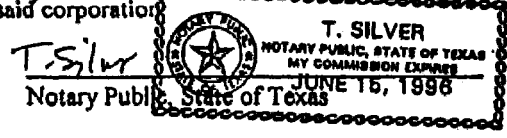
This instrument was acknowledged before me on December 19, 1995, by William A. Ross, Jr., Vice President of Mitchell/Southwest, a Delaware corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on Nov 28, 1995, by [Signature], President of CCF, Section 12, Property Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



AFTER RECORDING RETURN TO:  
Mitchell/Southwest  
2201 Timberline Place  
The Woodlands, Texas 77380  
Attention: Tom Jaeger