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CONROE BAY DEED RESTRICTIONS

STATE OF TEXAS

COUNTY OF MONTGOMERY

I, Daniel A. Lynam President of Conroe Bay Civic Association, hereby certify that the foregoing Conroe Bay Deed Restrictions were adopted by favorable vote in writing, with signatures appended thereto, of 51% or more of the owners within Conroe Bay Subdivision, Section 1, a subdivision of Montgomery County, Texas, as per map or plat thereof recorded in Volume 11, Page 60 of the Map Records of Montgomery County, Texas.

Executed this 27th day of September, 1994.

Attest:

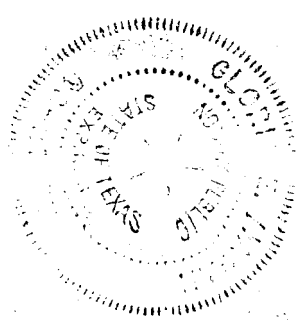
Trina Davis, Secretary
Trina Davis, Secretary
Conroe Bay Civic Association

Daniel A. Lynam, President
Daniel A. Lynam, President
Conroe Bay Civic Association

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument acknowledged before me on this 27th day of September, 1994, by Daniel A. Lynam, President and Trina Davis, Secretary of Conroe Bay Civic Association.



Gloria E. Hagan
NOTARY PUBLIC, STATE OF TEXAS

Gloria E. Hagan
Notary's Printed Name
My Commission Expires: 8-21-98

DAN LYNAM % CBCA
P.O. Box 465
WILLIS TX 77378

011-00-2365

CONROE BAY DEED RESTRICTIONS  
August 18, 1994

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

Whereas, by instrument dated June 9, 1979, filed for record on June 21, 1979, recorded under County Clerk's No 7922484 of the Deed Records of Montgomery County, Texas and by instrument dated January 31, 1980, filed February 8, 1980 and recorded under file number 8004914, at least fifty-one percent 51% of all owners of residential lots of Conroe Bay, Section 1, hereinafter referred to as "Conroe Bay", according to the map or plat thereof recorded in Volume 11, Page 60 of Map Records of Montgomery County, Texas amended and established certain restrictions, covenants, reservations and easements to apply to the use and occupancy of said residential lots; and,

Whereas, said restrictions, covenants, etc., as to Conroe Bay, provide that the same shall be binding upon the owners and all parties claiming under them until September 19, 2004, at which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years each unless by duly recorded instrument signed by a majority of not less than 51% of all owners it is agreed to modify or terminate said covenants and restrictions in whole or part.

Whereas, we the undersigned, being fifty one percent (51%) of the owners desire to modify or terminate the heretofore described restrictive covenants and conditions running with the land situated in said Conroe Bay:

Now, therefore, We, the undersigned, hereinafter referred to as "owners" do hereby terminate and declare the heretofore described restrictive covenants null and void and of no further force or effect and do hereby adopt the following covenants and restrictions, which shall constitute running with the lands situated in Conroe Bay and shall be binding upon owners and all parties and persons claiming until September 19, 2004 at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless by duly recorded instrument signed by a majority of not less than 51% of all owners, it is agreed to modify or terminate said covenants and restrictions in whole or part. If Owners or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning lands situated in Conroe Bay to prosecute such actions at law or in equity as he or they may deem advisable against the persons violating or attempting to violate any said covenants and restrictions.

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Conroe Bay Deed Restrictions, Ctd.

If any term, provision, covenant, or condition of these Restrictions is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

I.

LOTS AFFECTED

All numbered lots and Reserves in Conroe Bay shall be subject to these restrictions, except all property owned by this association.

II.

USE OF LAND IN GENERAL

A. No lot or Reserve shall be used for anything other than a single family residence, and shall not be used directly or indirectly for the conduct of any business whatsoever, except all property owned by this association.

B. No sign of any kind shall be displayed to the public view or any residential lot, except one sign containing not more than five (5) square feet which advertises the property as being for sale or rent, except signs approved by Conroe Bay Civic Association.

C. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept, provided that they are not bred, or maintained for any commercial purposes and are not creating a substantial hazard or nuisance to anyone.

D. No trade or business activity shall be carried on upon any lot nor shall anything be done thereon which may be or become noxious or offensive or an annoyance or nuisance to the neighborhood.

E. No truck, car, boat or trailer shall be left parked in the street in front of any lot except as construction or repair equipment while a house or houses are being built or repaired in the immediate vicinity. No parking at the boat ramp. Violators will be towed at the owners expense.

F. No septic tanks, private water wells, or outside toilets will be permitted on any lot.

G. No Travel Trailers, campers, inoperative vehicles of any kind are to be permanently or semi-permanently stored in the public street right of way or in driveways. Any such storage must be behind the front line of the house. Travel Trailers and motor homes will be permitted to park on owners lot for a period not exceed 72 hours. After 72 hours the travel

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Conroe Bay Deed Restrictions, Ctd.

trailer or motor home must be moved and not returned for a period of fourteen (14) consecutive days. All unauthorized Vehicles will be towed at the owners expense.

H. No motor bikes, motorcycles, motor scooters, go carts or other vehicles of that type shall be permitted in the subdivision if they are adjudged as a nuisance by the Conroe Bay Civic Association by reason of the noise created and/or manner of use.

I. All mailboxes and structures upon which they are mounted shall be of a uniform size and complementary design.

J. No driveways or roadways may be constructed on any lot in the subdivision that will furnish access to any adjoining lots or property without the express written consent of Conroe Bay Civic Association.

K. The size and construction of all drain tiles or culverts in any drainage ditch in Conroe Bay must conform to Montgomery County Road Specifications.

L. All garbage cans and other receptacles shall be kept covered at all times, and if the same are not kept within three(3) feet of the dwelling house must be enclosed.

M. No second hand houses nor trailer houses or double wide mobile homes or other structures shall be moved onto any lot for residential purposes.

III.

ARCHITECTURAL AND OTHER SPECIFIC RESTRICTIONS

No improvements of any kind or character whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original constructions, on any lot until the complete plans and specifications and a plot plan showing the location of the structure have been submitted to and approved in writing by the Conroe Bay Civic Association Building Code Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and location with respect to topography. Such approval is to be based on the applicable requirements and restrictions set out herein. Said Conroe Bay Civic Association Building Code Committee consists of the persons set out in Section IV herein.

A. No dwelling shall be erected or placed on any lot or combination of lots having a lot width at the minimum building set back line less than the shortest lot width to be found at the minimum building set back line on any lot as presently platted on the aforesaid plat of Conroe Bay and no dwelling shall be erected or placed on any lot or

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Conroe Bay Deed Restrictions, Ctd.

combination of lots having a lot area less than the smallest lot presently platted on the aforesaid plat.

B. No structure shall be erected or placed on any residential lot or any part or parts of one or more lots, other than one story detached single family dwelling, or one and one-half story detached single family dwelling or two-story detached single family dwelling; an attached or detached garage for at least one car; and other appurtenant out-buildings.

C. No out-building erected on any residential lot, or on any part thereof, shall at any time be used as a residence, nor shall any residence of a temporary character be permitted. No temporary building shall be erected or maintained on any residential lot except during actual construction or a home being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not adjoining lots, lands, streets or easements; and at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction.

D. All single family dwellings shall be constructed on a residential lot so as to front the street upon which such lot fronts.

E. The construction of a residential home shall be built on a poured concrete slab or solid block foundation not to exceed 36" high and shall be finished with an acceptable siding that conforms with general construction of subdivision. Said dwelling shall contain the following:

1. A one-story single-family dwelling shall contain no less than 1,000 square feet, exclusive of porches and garages.

2. A one and one-half story detached single-family dwelling shall contain not less than 1,200 square feet with no less than 800 square feet on the first floor and 400 square feet in the remainder of the dwelling, exclusive of porches and garages.

3. A two-story detached single-family dwelling shall contain not less than 1,600 square feet, with no less than 800 square feet on the first floor and 800 square feet on the second floor, exclusive of porches and garages.

4. Must have a concrete or paved driveway of a minimum one car width with culvert as prescribed by Montgomery County Specifications and be approved by the Conroe Bay Civic Association as described in Article IV herein.

F. No building may be placed or erected nearer than 15 feet of the rear lot line or between the building line, as shown

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Conroe Bay Deed Restrictions, Ctd.

on the plat of Conroe Bay and the street. No building or its appendages shall be erected nearer than five (5) feet to any interior lot line.

G. No fence or structure shall be erected or maintained on the property which shall unreasonably restrict or block the view from an adjoining tract or which shall materially impair the continuity of the general landscaping plan and no fence or structure shall be constructed on any tract without written permission from the Conroe Bay Civic Association Building Code Committee. Fences are permitted anywhere on the lot, provided that on any water front lots, any portion of a fence within thirty-five (35) feet of the water must be of chain link type, so as not to obstruct the view of the canal or lake that the other lots may have. The fence from the building front line to the front lot line must be no higher than four (4) feet high and of chain link or comparable but may not be solid. All fences must be properly maintained.

H. No radio or television aerial wires, antennas or satellite dishes shall be maintained on any portion of any residential lot forward of the building front.

I. No detached garage or other out-building of any kind shall be erected on any residential lot forward of the main building front nor nearer than five (5) feet to the side property line.

J. No out-buildings on any residential lot shall exceed in height the dwelling to which they are appurtenant.

K. If a building crosses two or more lots items F. and I refer to perimeter lot lines of all lots.

L. Every such out-building, except a greenhouse, shall correspond in style and architecture to the dwelling to which it is appurtenant.

M. No roof of any building shall be constructed or covered so that the exposed material is roll type asphalt or composition roofing material, however, composition shingles are accepted.

N. All existing houses on block foundations shall have skirting.

O. No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

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Conroe Bay Deed Restrictions, Ctd.

P. No stump, trees, underbrush, trash or any refuse of any kind or scrap material from the improvements being erected on any residential lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the residential lot on which construction is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

Q. No trash, refrigerators, freezers, furniture or other unsightly items or materials shall be stored outside in plain sight or on porches.

R. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any part of any lot, nor shall oil wells, tanks tunnels, mineral excavations or shafts be permitted upon or in any part of said lots. No derricks or other structures designed for use in boring for oil or natural gas, shall be erected, maintained or permitted upon any part of said lots.

S. At no time shall any house trailer, or any truck, trailer or commercial vehicle, having a rated load capacity in excess of two (2) tons, ever be parked overnight or stored on any residential lot nor shall any such house trailer, or any such truck, trailer or commercial vehicle having a rated load capacity in excess of two (2) tons, be parked on any street at anytime other than as may be reasonably required incident to construction work on or delivery or pickup of goods, wares, property or materials to or from lots in said subdivision.

IV

CONROE BAY CIVIC ASSOCIATION BUILDING CODES COMMITTEE

A. The Conroe Bay Civic Association Building Codes Committee shall be named by the Conroe Bay Civic Association Board Of Directors. A majority of the Committee may designate a representative to act for it. In the event of a vacancy for any reason in the Committee a new member shall be appointed by the Board Of Directors. No member of the Committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

B. The Committee's approval or disapproval, as required in this covenant, shall be in writing. In the event the Committee or its representative fails to approve or disapprove within thirty (30) days plans and specifications which have been submitted to it; or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.

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C. Specifically, but not by any way of limitations, the Committee shall have the following rights, duties, privileges, functions and purposes, to wit:

1. The right to approve or disapprove any of the building plans and specifications and plot plans submitted to it in accordance with the requirements of these restrictions;
2. The Conroe Bay Civic Association Building Code Committee has the right and obligation to recommend the enforcement of these restrictions and/or to prevent violations thereof.

V

**UNDERGROUND ELECTRIC SERVICE**

Underground electric service shall be available to all lots. The owner of each lot shall, at his own cost, furnish, install own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment of such cable (such company's installed transformers or energized secondary junction boxes. The electric company furnishing service shall make the necessary electrical connections at said point of attachment and at meter. In addition, the owner of each lot shall, at his own cost, furnish, install own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of the electric company furnishing service to the residence constructed on such owners lot. For so long as underground service is maintained, the electric service to each lot shall be uniform and exclusively of the type known as single phase 120/240 volt, 3 wire, 60 cycle, alternating current. Underground Television cable to be included.

VI.

**EASEMENTS**

It is agreed that all sales and coveyances of the lots in Conroe Bay shall be subject to dedicated easements and rights of way shown on the map or plat as recorded in Montgomery County number 328011, Volume 2, Page 60, Cabinet A, Sheet 137-A, and to any utility easements over, under, along and across such portions of each lot and tract, as are reflected on said map or plat, for the purpose of installing, using, repairing and maintaining public utilities, water sewer lines, electric lighting and telephone poles, cable television, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public/quasi-public utility service and



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function, with the right of access thereto for the purpose of further construction, maintenance and repair. Such right to access shall 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 or shrub, either on or overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, drainage ditches or structures. Such easements shall be for the general benefit of this 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 purpose aforesaid.

VII.  
MAINTENANCE CHARGE

A. Each of the numbered lots and reserves in Conroe Bay, is hereby subjected to an annual maintenance charge for the purpose of creating a fund to be designated and known as "Maintenance Fund" which maintenance charge and assessment will be paid by the owners of each lot and Reserve within Conroe Bay to the Conroe Bay Civic Association. Said Maintenance Fund is payable in advance, due and payable half on January 1 and July 1 of each year. The rate at which each lot and Reserve will be assessed shall be one hundred twenty dollars (\$120.00) per year. The rate may be changed as outlined in Article X of the association Bylaws. The proceeds of said Maintenance Fund shall be used for the use and benefit of all members in the subdivision with such uses and benefits to include but not to limit to the following:

1. Maintaining all Conroe Bay Civic Association lots, including mowing.
2. Mowing of vacant lots, and billing lot owner;
3. The payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen (if necessary), and doing other things or things necessary or desirable for the use and benefit of all residents of said subdivision and are to keep the property in the subdivision in good order, or which is considered of general benefit to the owners or occupants of the property, it being understood that the judgment of the Board Of Directors or its successors and assigns in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

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Conroe Bay Deed Restrictions, Ctd.

B. To secure the payment of maintenance fund or any other assessments hereby and to be levied on individual residential lots above described, there shall be deemed to have recorded in each Deed by which the owner (grantor herein) shall convey such properties, or any part thereof, the Vendor's Lien for benefit of above mentioned property owners association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be specifically secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner 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 of any such lot, and further provide that as a condition precedent to any proceeding to enforce such lien upon any lot which there is an outstanding valid and subsisting first mortgage lien said beneficiary shall give the holder of such 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 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.

C. The foregoing provisions providing for a maintenance fund as to each numbered lot and reserve shall not apply to the lots owned by Conroe Bay Civic Association.

D The Board Of Directors of Conroe Bay Civic Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon Common Area, including fixtures and personal property related thereto provided any such assessment shall have the assent of fifty-one (51%) of the total property owners of Conroe Bay who are voting in person or by proxy, at a meeting duly called for such purpose.

VIII  
UTILITY CONNECTIONS

Each and every resident shall be required to connect to the water and sewer lines as soon as they are made available; shall pay all installation charges as described in the By-Laws. Each and every resident shall be required to pay all water and sewer charges as stated in the By-Laws and published in our state approved tariffs. Conroe Bay Civic Association has the right to discontinue water and sewer

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Conroe Bay Deed Restrictions, Ctd.

service under the conditions provided the Texas Natural Resource And Conservation Committee.

**IX  
USE OF RESERVES**

Reserve B is designated for the exclusive use for the water system.

Reserve D is designated for the exclusive use as a boat ramp.

Reserve E is designated for the exclusive use as a sewer system.

**X  
USE OF CONROE BAY CIVIC ASSOCIATION LOTS**

All lots owned by Conroe Bay Civic Association are for the joint community use.

011-00-2381

FILED FOR RECORD

94 SEP 30 AM 8:01

*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.

SEP 30 1994



*Roy Harris*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS