

6 names

2004-108504

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

**AMENDED RESTRICTIONS AND COVENANTS GOVERNING
FOREST CREEK SUBDIVISION, SECTIONS I AND II
MONTGOMERY COUNTY, TEXAS**

THAT, Whereas the Undersigned "Owners", being a majority of the owners all lots and reserves in FOREST CREEK SUBDIVISION, a Subdivision in the F. K. Henderson Survey, Abstract 248, Montgomery County, Texas, as per plat in Cabinet C Sheet 79A, of the Plat Records of Montgomery County, Texas. A portion, Sections I and II of the lots of the above subdivision are being replatted and shall be known as Forest Creek Subdivision, Section II. The reference herein to Forest Creek Subdivision shall apply to both Section I and Section II.

WHEREAS, it is the desire of the "Owners" to amend the restrictions, covenants, conditions, stipulations, reservations, and easements upon and against said Subdivision in order to create and carry out a uniform plan for the improvement, development and sale of the lots and reserves therein for the benefit of the present and future Owners of said property. These amended restrictions shall replace and supercede those restrictions of record in Volume 1157 Page 20 of the Deed Records of Montgomery County, Texas.

NOW, THEREFORE, the covenants, conditions, restrictions, and easements, hereinafter set out, shall be, and the same are, made applicable to **FOREST CREEK SUBDIVISION**, also called "Subdivision" and shall apply uniformly to each contract or deed conclusively held to be executed, delivered, and accepted subject to the following covenants, conditions, restrictions and easements as though set out in full or by reference in said contract or deed.

1. GENERAL LAND USE

All lots, known as **FOREST CREEK SUBDIVISION**, described above in the recorded plat shall be used for single family residential purposes only and shall not be used for any business, commercial or professional purpose except those tracts denoted as Reserve which shall be used for commercial purposes and are not subject to these restrictions. There shall not be more than on (1) residence per lot, and not more than one (1) family per residence.

Residences shall be allowed to have one room designated as a home office. The intent of this restriction is to allow for a home business that is converted to a computer/modem-based technology.

It is further understood that this restriction is not to be construed to be used for retail/consumer oriented business that would encourage or increase street traffic and may not be advertised by sign or insignia on the premises.

2. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building, or other improvements shall be erected, placed or altered including any walls, fences or hedges or the erection begun, or changes made in the design thereof after original construction on any tract until the construction plans and specifications have been submitted to and approved by the Architectural Control Committee, or its assignee as hereinafter provided, as to use, compliance with these restrictions, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. The Committee's approval or disapproval as required herein shall be in writing. The Architectural Control Committee is composed of three (3) members to be designated by the Developer. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the Architectural Control Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in location where, in its judgment, such deviation will result in a more beneficial use.

Such approval must be granted in writing and when given will become a part of these restrictions. The Architectural Control Committee may assign to a Property Owner's Association, if one is formed, any and all rights reserved to the Architectural Control Committee hereunder. Any such assignment shall be evidenced by a proper instrument in writing recorded in the Official Public Records of Real Property of Montgomery County, Texas. The Owner of any tract will be individually responsible for the connection to City water and sewer lines.

3. DWELLING SIZE AND CONSTRUCTION

All residential structures, shall contain not less than 1100 square feet of living area, excluding garages, car ports, and porches. All structures used for residential purposes, must be constructed on the premises, and once construction has started on a building of any type, it shall be completed

within six (6) months as to the exterior and one (1) year as to the exterior, from the time construction is commenced. If the building is not completed within that period of time, appropriate legal action can be taken to require the Owner to remove the incomplete portion of the building from the premises. Any addition such as porches, sheds, garage, bedrooms, etc., must be built with new material and with good workmanship. Garages and storage sheds must be enclosed on all sides and must have a door. No carports without written approval by the Architectural Control Committee. All dwellings must have an exterior facing the street that is a minimum of brick, stucco or hardy plank exterior.

4. BUILDING LOCATIONS

There shall be a five (5') foot setback line along the side and a ten (10') foot setback line along the rear lot line of each lot and a twenty-five foot (25') front set back line along the various streets as shown on the recorded plat of this subdivision. All structures of any kind shall be placed within the building lines. Should there be more than one lot owned by one Owner to be used as a homesite then said multiple lots shall be considered as one lot in determining the location of side lot lines and/or rear lot lines.

5. DRIVEWAYS

Driveways may be built of brick, stone, concrete, asphalt or other materials approved by the Architectural Control Committee. All concrete driveways shall be constructed with quality grade concrete, four and one-half (4 ½) sack cement per cubic yard. Driveways' width shall be a minimum of twelve (12) feet. If more than one driveway is constructed on a common Property, such driveways shall be separated by a minimum distance of at least fifty (50) feet. Driveways shall be constructed so as to prevent normal street flooding from entering upon the adjoining Property accessed by the driveway.

6. ANNOYANCE OR NUISANCES

No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Activities especially prohibited include, but are not limited to the following:

- A. The use or discharge of firearms, firecrackers or other fireworks within the Properties.

- B. Storage of flammable liquids in excess of five gallons.
- C. Activities which may be offensive by reason of odor, fumes, dust, smoke, vision, vibration, noise or pollution or which are hazardous by reason of excessive danger, fire or explosion.

7. TEMPORARY STRUCTURES

No structure of any temporary character, trailer, travel trailer, basement, tent, shack, garage, (except for living quarters contained therein for bonafide servants) barn or other outbuildings shall be used on any lot and reserve at any time as a residence either temporarily or permanently. A temporary building may be placed on the Subject Tract only if such building is necessary as a construction shack, and its placement on the Subject Tract shall be allowed only if approved by Grantor upon prior request in writing made to Grantor. A temporary guard shack may be placed at or near to the entrance to the subdivision during the build out stage.

8. SIGNS

No signs of any kind shall be displayed to the public view on any lot and reserve except one sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by a builder or manufacturer to advertise the property during construction and sale period. No part or portion of the subject tract shall be used to lease billboards on a commercial basis, it being the intent that such prohibition does not prevent a developer or other seller of all or part of the subject tract to advertise the subject tract.

9. LIVESTOCK AND POULTRY

No animals, livestock, swine, poultry, monkeys, chimpanzees, snakes (whether venomous or constrictor), or other animals that are normally found in the wild, of any kind, shall be raised, bred or kept on any lot. Dogs, cats or other household pets may be kept provided that they are not kept in commercial quantities, bred or maintained for any commercial purpose. Household pets shall include only dogs, house cats, small mammals, such as hamsters and gerbils, small birds such as parrots, parakeets, canaries, goldfish and tropical fish . All animals shall be kept within the boundaries of the lot and reserve unless accompanied by the Owner. All dogs shall be kept within the boundaries of the lot and reserve unless accompanied by the Owner.

10. WALLS AND FENCES

Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall be not closer to front street property lines than the front of the residence exclusive of any porches, and no closer than the lot boundary line to side street lines. Any erection

of any wall, fence or other improvements on any easement is prohibited. Unless otherwise approved, all fences must be constructed of wood, wrought iron, vinyl, or masonry, painted and properly maintained. No temporary fences shall be allowed.

11. LOT/YARD MAINTENANCE

The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, including the vegetation easements on each lot, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to the construction of improvements as herein permitted. Likewise, all drainage ditches shall be maintained in the same manner and shall be unobstructed at all times. The accumulation of garbage, trash or rubbish of any kind is not permitted. The Owners or occupants of any Lots at the intersection of streets or where the rear yard or portion of the Lot is visible to full public view shall construct and maintain suitable enclosure to screen the following from public view; yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family.

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 and/or the Association or their assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise, 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 cost of such work. The Owner or occupant agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments shall be made to the Developer and/or the Association in the same manner as the Maintenance Charges.

No owner or contractor may enter upon the Lot adjacent to the one on which he is building for the purpose of ingress or egress to his Lot during or after construction unless such adjacent Lot is also owned by such Owner or such Owner has written approval from the adjacent Lot Owner. Such approval must be furnished to the Committee. All adjacent Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other building debris during construction of improvements.

12. GARBAGE AND REFUSE DISPOSAL

No lot and reserve shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for

storage of such material shall be kept in a clean and sanitary condition. The burning of trash and garbage on any tract is prohibited. No garbage or other waste shall be kept upon the Subject Tract except in sanitary containers. Notwithstanding the foregoing, no hazardous substance shall be brought onto, installed, used, stored, treated, disposed of or transported over the subject tract, and all activities on the subject tract shall, at all times, comply with applicable law. The term "hazardous substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") 42 U. S. C. SS9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U. S. C. SS6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "applicable law" shall include, but shall not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U. S. C. SS1251 et seq., The Clean Air Act, or a successor statute, 42 U. S. C. SS7401 et seq., and any other local, state and/or federal cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

13. SEWAGE DISPOSAL

All residences shall be connected to municipal water and sewer systems. No septic tanks or other disposal system shall be permitted after the installation of city sewage system. All dwellings placed upon any tract shall contain sanitary facilities including toilet, wash basin, tub or shower, and the same must be connected to said city sewer system. The drainage into any road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited. No outside toilet facilities, portable or otherwise, shall be maintained on the Subject Tract, except as such temporary facilities are placed upon the Subject Tract in connection with construction activity.

14. FIREARMS

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

15. VEHICLES

No vehicles, or parts thereof, may be parked in the streets and vehicles shall be limited to one one-ton GVW truck or van kept at each residence. No inoperative motor vehicle will be stored or parked on the premises or in the streets in view of the public. All Owners agree that they will use the streets in a safe, lawful, reasonable and courteous manner. The subject tract shall not be used

to store vehicles which do not have a current, valid Texas inspection certificate issued by the Texas Department of Motor Vehicles or Department of Public Safety, and a current license tag, nor to store junk, wrecked cars or other similar materials and no inoperable auto or vehicle shall be parked on any lot and reserve or street, nor permitted to remain thereon for a period in excess of three (3) days. This shall not be interpreted to mean that a collector or classic car may not be kept so long as it is kept or stored out of the public's view during the restoration period.

No unlicensed motor vehicles shall be allowed within the subdivision. No motor bikes, motor cycles, motor scooters, "go-carts," or other similar vehicles that are not licensed to be operated on the public streets or roads shall be permitted to be operated on the Properties, if, in the sole judgement of the Association, such operation, for reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of the Owners, their tenants, and their families.

16. OFF STREET PARKING

Both prior to and after the occupancy of a dwelling on any lot and reserve, the Owner shall provide for appropriate space for off-street parking for vehicle and/or boat. Any boat, camper, and/or recreational vehicle shall be stored behind the permanent residence and blocked from view by a suitable privacy fence.

17. CUTTING TIMBER AND REMOVAL OF DIRT

The digging and removal of dirt, gravel, iron ore, or any other surface substance are expressly prohibited except as may be necessary in conjunction with the landscaping or construction on such lot and reserve. Further, there shall be no timber cut or trees removed on such lot and reserve except as may be necessary in the construction of a dwelling without the written approval of Developer or the Architectural Control Committee.

18. RIGHT OF MORTGAGEES

Any violation by the Owner of any lot and reserve of the easements, agreements, restrictions, reservations, or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot and reserve, at the time that the easement, agreements, restrictions, reservations or covenants are violated.

19. SEVERABILITY

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way effect or impair the other covenants, reservations,

easements and restrictions which shall remain in full force and effect.

20. UTILITY EASEMENTS AND CHARGE

There are dedicated and reserved permanent unobstructed utility easements which said easements shall be a burden and charge against such lots and reserve over which the easements extend. The utility easements include the right to remove all trees within the easements and the right to trim overhanging trees and shrubs located on adjacent property thereto.

21. UTILITY RESERVATIONS

The following reservations and easements shall be considered a part of and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed in the conveyance of the various lots and reserve in **FOREST CREEK SUBDIVISION**.

A. Developer, its successors and assigns, shall have the right to construct, erect, and maintain over, along and under the several streets, drives, lanes, roads, easements and reserve areas as shown on the above-mentioned subdivision plat of **FOREST CREEK SUBDIVISION**, wires, poles for the purpose of constructing and maintaining a system of electrical lights, power, telegraph and telephone communication lines, cable television lines, and connections and to construct, lay and maintain along, in and under any and all of said streets, lanes, drives, roads, easements, and reserve areas all pipe conduits, valves and other necessary and property equipment for the construction of systems of draining, sewage and water supply (retaining also the right to grant or deny to area beyond said **SUBDIVISION** connection privileges on said drainage, sewage or water systems), gas, light and power, telegraph and telephone service and other utilities to the **SUBDIVISION** and the lot and reserve Owners therein; and for all other purposes incident to the development and use of said property as a community unit and subdivision.

B. It is agreed and understood that the title conveyed to any lot and reserve or parcel of land in said **SUBDIVISION** by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric lights, electric power or telephone or telegraph lines, poles or conduits or any other utility or appurtenances thereto constructed by Developer or any public utility companies through, along or upon any portion of the hereinabove mentioned streets, drives, lanes, roads, easements, and reserve areas, and the right to maintain, repair, sell or lease such lines, utilities, and appurtenance is hereby expressly reserved by Developer, its successors and assigns.

22. MAINTENANCE FUND

Each lot shall be subject to a monthly maintenance charge to be used for the purpose of maintaining of all common areas, maintenance and installation of street paths, parks, pathway's esplanades, retention pond, vacant lots, lighting, fogging, employing policemen and workmen, paying ad valorem taxes on all common areas, cost of administration of the fund and other purposes necessary or desirable in the opinion of the Administrator of such fund to maintain or improve the property of which it considers to be a general benefit to the Owners or occupants of the property covered by these Restrictions. Such fund may also be used for the purpose of enforcement of all covenants and restriction of this section or subsequent sections of **FOREST CREEK SUBDIVISION**. The amount of the maintenance charge shall be set by the Administrator of the funds from time to time subject to the limitations contained herein.

The Developer (James F. Brooks, Trustee, or successor Corporation) shall collect and maintain control over the maintenance fund and administer same until 75% of the lots in **FOREST CREEK SUBDIVISION**, are sold by Deed or for ten (10) years from this date whichever comes first or at any earlier time if the Developer so elects. The Developer shall cause a Property Owners Association to be organized and formed as a nonprofit corporation under the laws of the State of Texas. No other association, group, corporation, individual or any entity other than the association formed pursuant to these Restrictions shall be authorized to collect and administer the maintenance fund.

The Property Owners Association shall consist of all of the Owners of lots in **FOREST CREEK SUBDIVISION**. The name of the Association shall be **FOREST CREEK PROPERTY OWNER'S ASSOCIATION**. Each residential lot Owner shall be a member of such Association. The Association shall be governed by a Board of Directors consisting of three (3) property owners selected by the Developer at such time as maintenance responsibility and authority is vested in the Association.

Such Association may adopt such By-Laws, Rules and Regulations as it deems appropriate consistent with these restrictions.

No member of the Property Owners Association or their successors or assigns, or the Developer shall be liable for any loss, damage or injury arising out of or in any way connected with the performance of the duties of the Property Owners Association except for theft, fraud or defalcation.

The maintenance charge shall be paid monthly on the first day of each month following the

purchase of such lot or lots. The maintenance charge shall not accrue against any lot in which the legal and/or equitable title is vested in The Developer, notwithstanding that a lot may have been previously sold by a Deed or Contract and title thereto reverted back to Developer, and further will not be collected until 50% of the lots have been sold to residents. During the time that such fund is administered by the Developer, the monthly charge shall not exceed Fifteen and No/100 (\$15.00) Dollars per month. However, after the Property Owner's Association assumes responsibility of administration, the Association may adjust such rates pursuant to the rules and regulations of the Association. Interest on past due charges shall accrue at eighteen (18%) per annum from date of delinquency. The payment of such maintenance fund shall be secured by a Vendor's Lien on the lots subject to such charge and shall be the personal obligation of the lot owner. The administrator of such funds shall be entitled to foreclose on such Vendor's Lien to insure payment of such maintenance charge in accordance with the provisions of law. In the event it becomes necessary to employ legal counsel to collect past due maintenance charges, such delinquent lot Owners shall be responsible for reasonable attorney's fees and other reasonable costs incurred in such collection efforts including all costs of Court in any legal proceeding. No Owner may waive or otherwise escape liability for the maintenance charge provided for herein by nonuse of the Common Area or abandonment of his lot.

The Administrator of funds shall have the sole discretion as to how such money shall be used to comply with the provisions of this paragraph. During all times that The Developer, is the Administrator of such funds it shall maintain the proceeds in an account separate and apart from all other accounts of FOREST CREEK SUBDIVISION, and shall keep accurate records of all receipts and disbursements. In the event The Developer is compelled to advance its own funds to defray expenses of maintenance of the facilities and properties to be maintained by this fund, The Developer shall be entitled to repayment at such time as the fund is sufficient.

23. DEFINITIONS

A. "Association" shall mean and refer to FOREST CREEK PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Paragraph 22.

B. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the properties including contract sellers but excluding those having such interests merely as security for the performance or an obligation.

24. MEMBERSHIP AND VOTING RIGHTS

Every owner of a lot shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot. Members shall be all owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote on such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to a lot.

The affairs of the Association shall be managed and governed initially by an interim board of directors composed of ALTON HUES, AL STEWART, AND ONE DIRECTOR FROM THE HOMEOWNERS PRESENTLY RESIDING IN FOREST CREEK SUBDIVISION. Such interim board of directors shall serve until title to seventy-five (75%) percent of the lots of the subdivision have been sold, at which time the membership of The Association shall elect the Board of Directors from the membership to serve in staggered two (2) year terms so that all members are not elected in any one year. This Board shall consist of five (5) members.

25. PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the streets and common area. The Association is specifically charged with maintenance of the detention pond and any and all screening devices, if any, as required by ordinances of the City of Conroe. The proceeds of the regular annual assessment shall not be used to reimburse Developer for any capital expenditures incurred in construction of recreation facilities, if any. However, so that the Association may maintain an orderly maintenance program, Developer may from time to time advance funds to the Association for reimbursement from the Association's funds. In addition, Developer may at any time and from time to time expend the Association's own funds for Association expenses in when, as an officer or director of the Association, Developer is empowered to do so either by the Declaration of Covenants, Conditions and Restrictions for the subdivision, by the Articles of Incorporation of the Association or by the by-laws of the Association. The judgment of Developer in the expenditure of funds for the Association expenses shall be final and without liability to the Developer so long as such judgment is exercised in good faith.

If, for any reason the Association or its successors or assigns should fail to exercise the maintenance power as provided for herein the City of Conroe shall be empowered to exercise all of such maintenance powers as set out herein including but not limited to collection of maintenance

fees, expending same and enforcement of these covenants.

26. TERMS

These covenants of restrictions are to run with the land and shall be binding on all Owners of lots and reserve in **FOREST CREEK SUBDIVISION**, and all persons claiming under them until January 1, 2020, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (ten) years unless an instrument signed by the officers of the P. O. A. is filed for record in Montgomery County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part. The owners of a majority of the lots shall retain the right to modify or amend these restrictions at any time as well as the membership of the Property Owners Association by vote at a special called meeting.

27. OIL, MINING AND DRILLING OPERATION - FOREST CREEK SUBDIVISION.

Mining and or drilling operations are and shall be controlled by the ordinances of the City of Conroe, Texas.

28. ENFORCEMENT

The covenants, reservations, easements and restrictions set out herein are for the benefit of the undersigned, its successors and assigns and apply equally for the benefit of any subsequent Owner of a lot and reserve or lots and reserves of **FOREST CREEK SUBDIVISION**, and its heirs, executors, administrators and assigns. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one (or more). Any Owner violating these restrictions shall also be responsible for all attorneys' fees and costs of Court incurred by anyone enforcing these restrictions. And because the agreement to conform and comply with these restrictions constitute a part of the consideration, a Vendor's Lien is retained and reserved by and to anyone authorized to and who does in fact enforce these restrictions through legal action in a Court of law to secure payment of attorney's fees and other expenses incurred in the enforcement of these restrictions. Such vendor's lien however, shall be inferior and subordinate to any Deed of Trust, mortgage, to other lien which may be created by any Owner for the purchase of or construction of any improvements upon such premises, and any renewal and extensions thereof.

29. HEADINGS

All sections and paragraph headings used herein are for convenience only, and shall have no efficiency in construing any of the restrictions, covenants, or conditions herein contained.

30. EXEMPTIONS

There are presently, previously constructed homes and other permanent improvements, located on Lot numbers: 56, 55, 54, 53, 49, 48, 47, and 15, all of Block I. These dwellings and all other permanent improvements are exempt from the requirements as to type of building material or location on the lots and as to square footage and the provisions of paragraphs 5, 10 and 13 of these amendments, as of the date of these amended restrictions.

DATED this 23rd Day of September, 2004.

FOREST CREEK SUBDIVISION

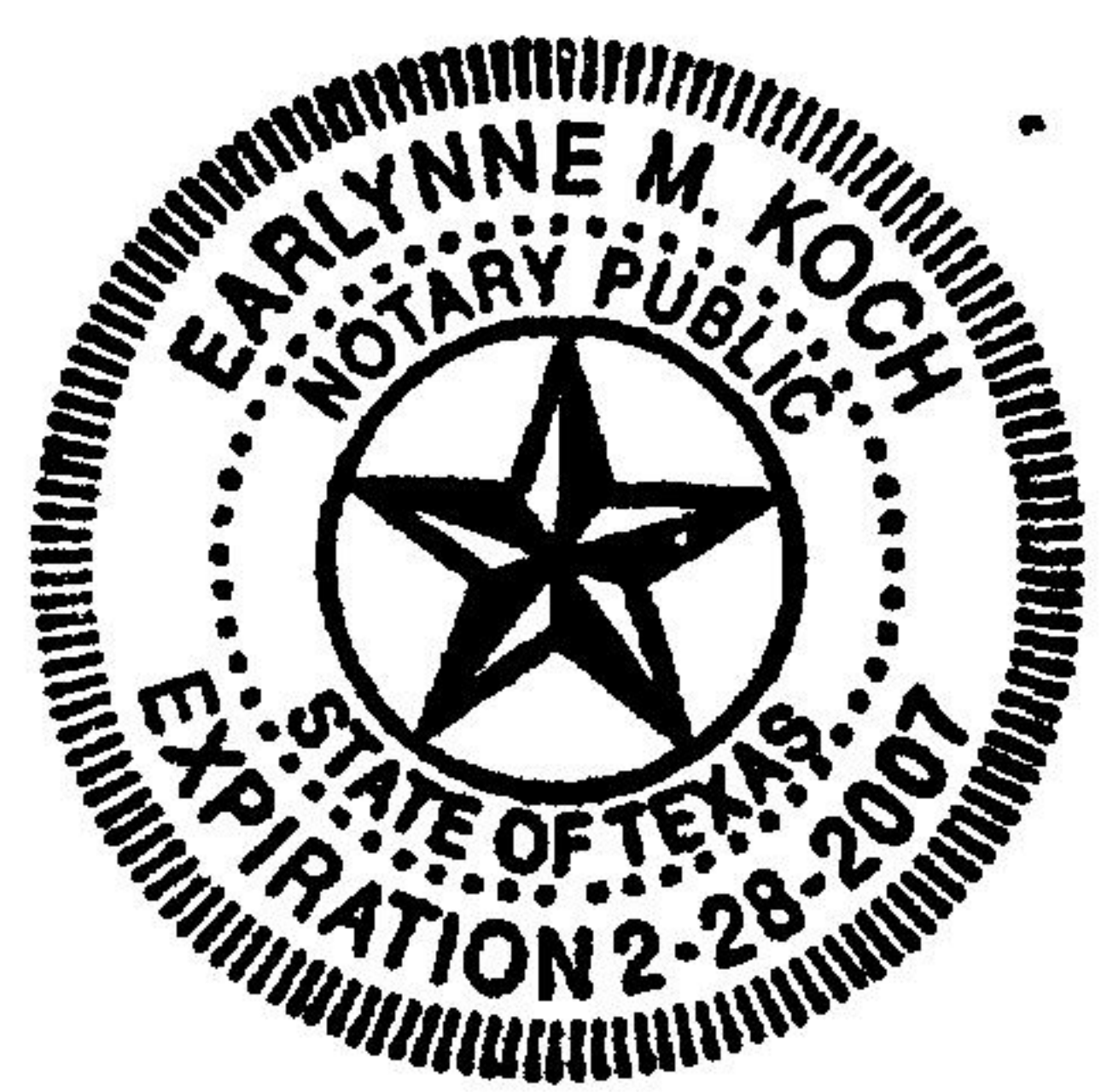
By: *James F. Brooks*
James F. Brooks, Trustee
Owner of Lots 1 through 14;
16 through 46; 50 through 52;
And 57 through 59.

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Sworn to and subscribed before me, a notary public, by James F. Brooks, in his capacity as Trustee, on this the 23rd day of September, 2004.

Earlynn M. Koch
Notary Public - State of Texas



APPROVED:

Conroe 67 Ltd.
Owner of 2.8434 acre Commercial Reserve;
Owner of 2.45 acre Commercial Reserve; and
Owner of 0.8309 acre Commercial Reserve

by: Earl Hankamer, General Partner

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Sworn to and subscribed before me, a notary public, by Earl Hankamer, acting in his capacity as General Partner of Conroe 67, Ltd., on this the ____ day of _____, 2004.

Notary Public - State of Texas

Owners of Lot 56, Block 1
10584 Forest Creek Drive
Willis, Texas 77318

BY:

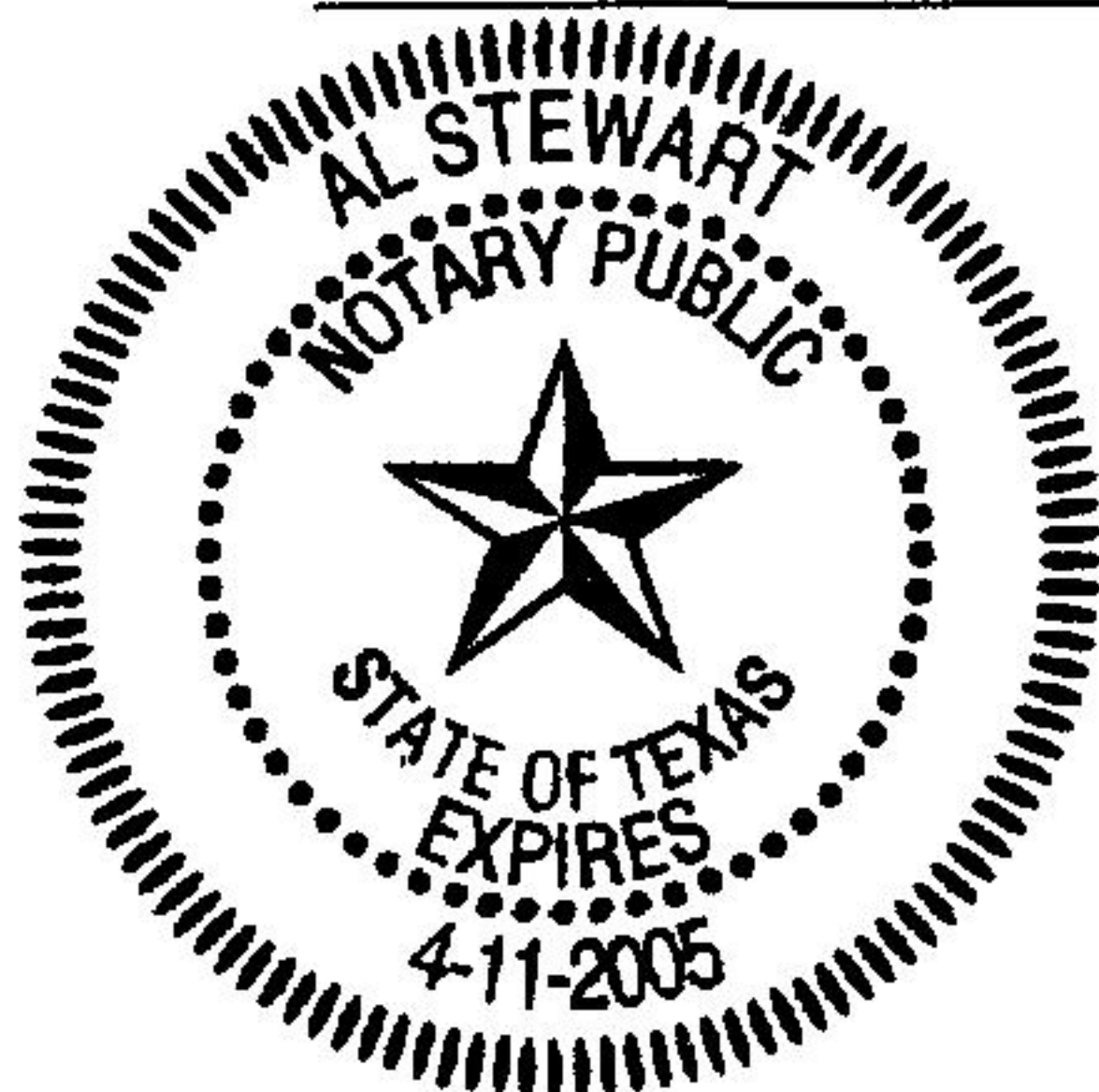
Wayne Rawley
Wayne Rawley
Wayne Rawley

Cindy Rawley
Cindy Rawley
Cindy Rawley

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Sworn to and subscribed before me, a notary public, by Wayne Rawley and wife Cindy Rawley, on this the 23rd day of Sept, 2004.



Al Stewart
Al Stewart
Notary Public - State of Texas

The Estate of Luis Golamis
Owner of Lot 55, Block 1
10686 Forest Creek Drive
Willis, Texas 77318

10604

BY:
Lenora Golamis Georges

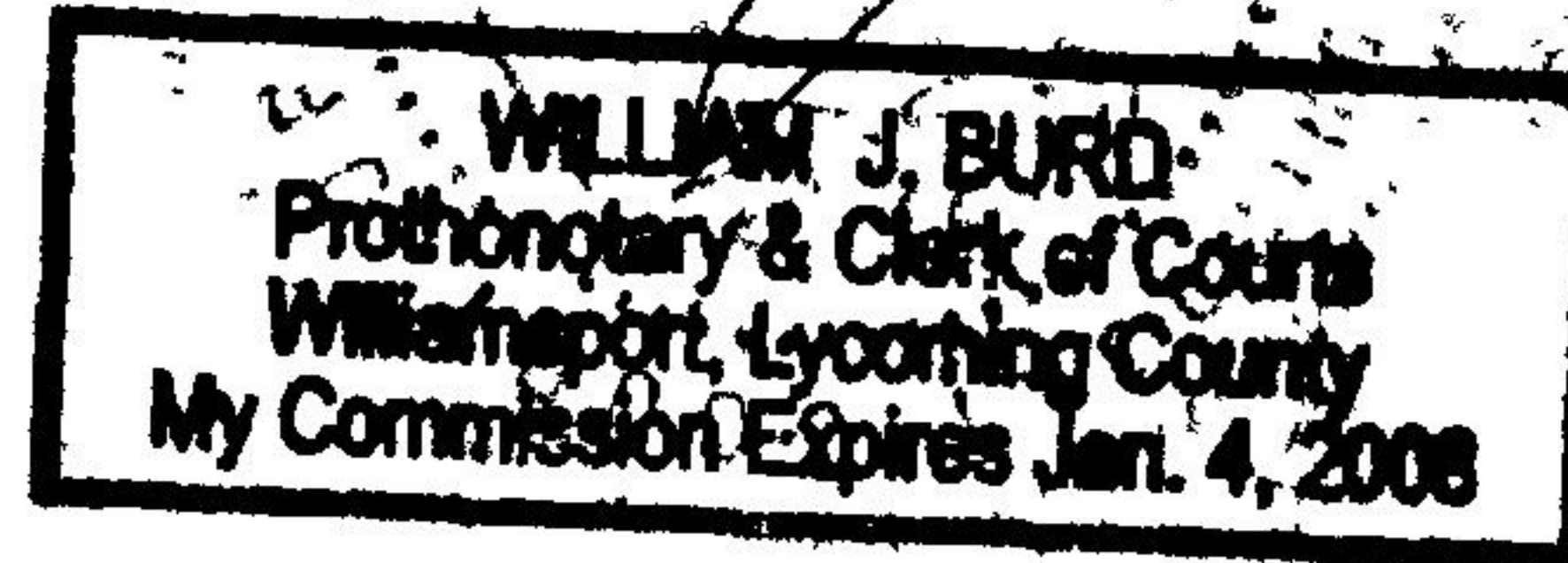
Lenora Georges, 729 Woodlands Avenue, Williamsport, Pa 17701-2453

STATE OF PENNSYLVANIA §

COUNTY OF LYCOMING §

Sworn to and subscribed before me, a notary public, by Lenora Georges, in her capacity as Lenora Golamis Georges for the Estate of Luis Golamis, deceased, on this the 20th day of September, 2004. LOUIS P. GOLAMIS, Father

William J. Burd
Notary Public - State of Pennsylvania



Owner of Lot 54, Block 1
10362 Forest Creek Drive
Willis, Texas 77318
BY:

Wanda Jean Waller
Wanda Jean Waller

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Sworn to and subscribed before me, a notary public, by Wanda Jean Waller, on this the 23rd day of Sept, 2004.



Al Stewart
Notary Public - State of Texas

Owners of Lot 53, Block 1
10650 Forest Creek Drive
Willis, Texas

BY:

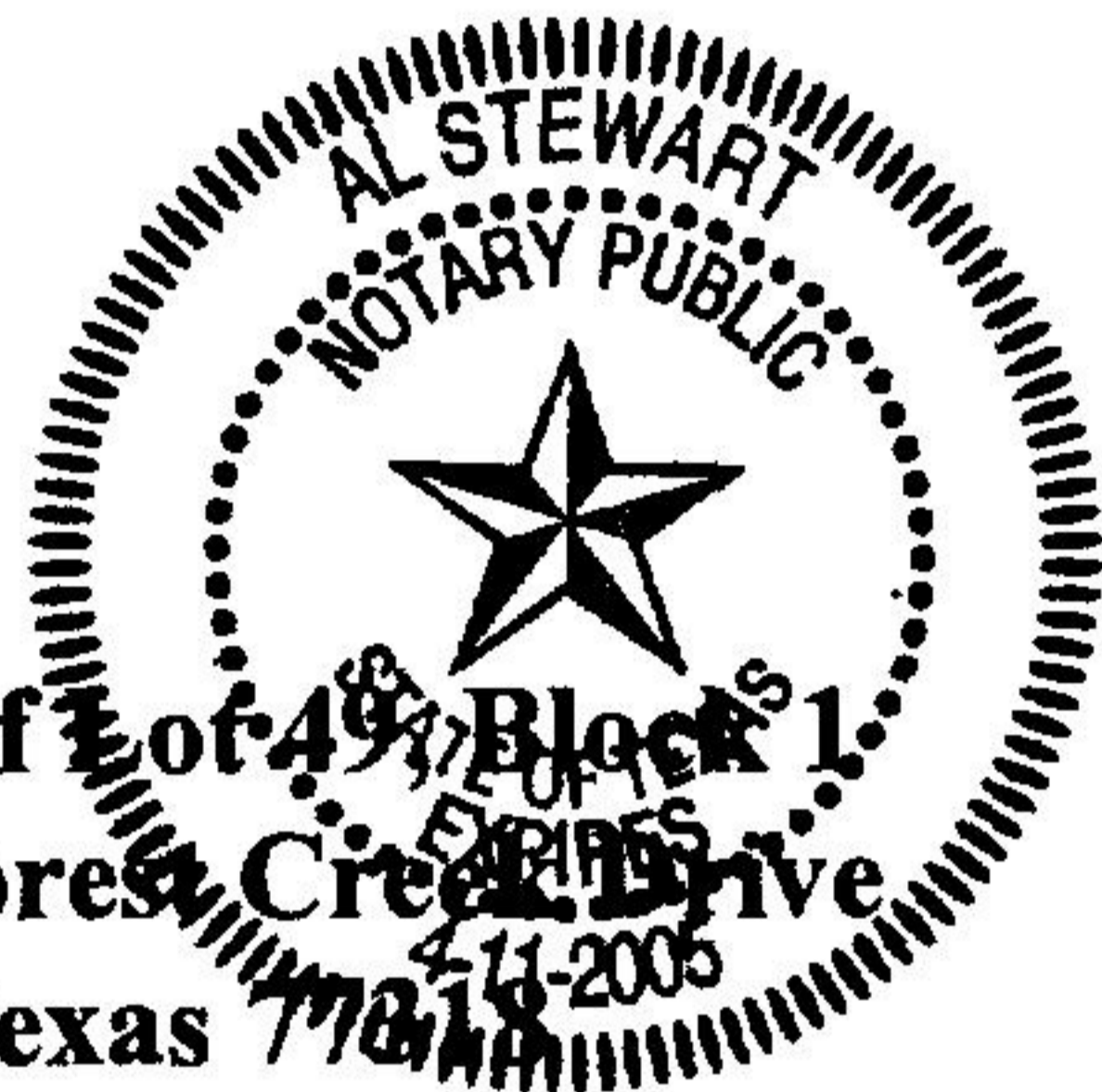

Kenneth D. Anderson


Linda L. Anderson

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

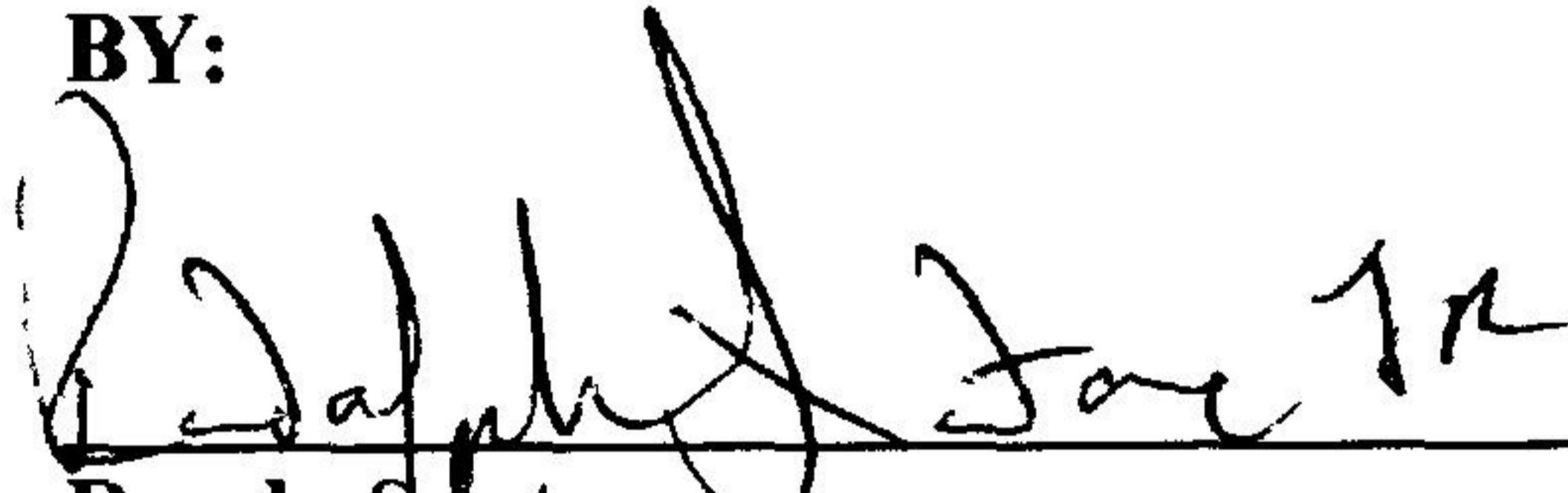
Sworn to and subscribed before me, a notary public, by Kenneth D. Anderson and wife Linda L. Anderson, on this the 23rd day of Sept, 2004.




Notary Public - State of Texas

Owner of Lot 49, Block 1
10686 Forest Creek Drive
Willis, Texas

BY:

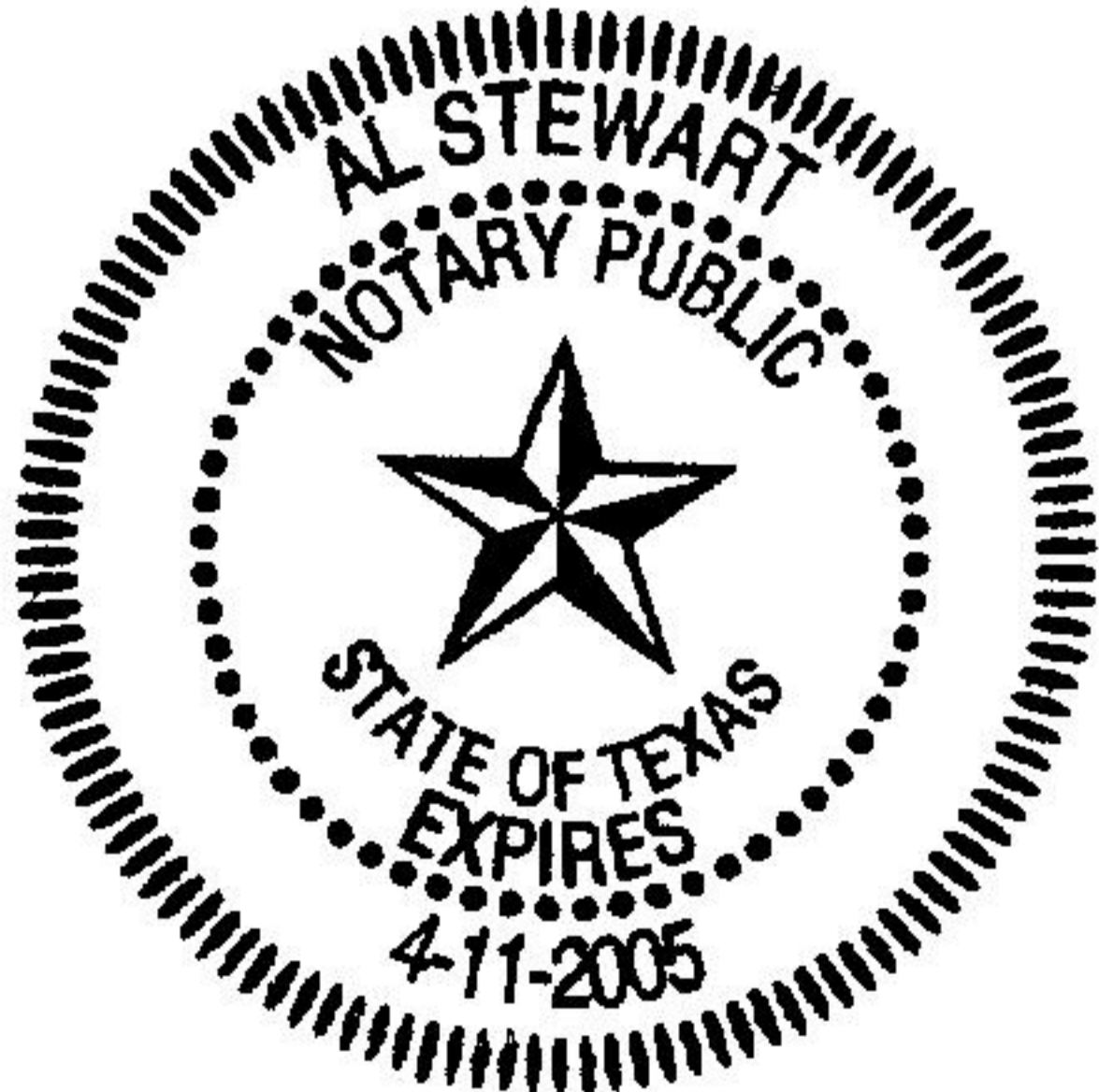

Randy Santore

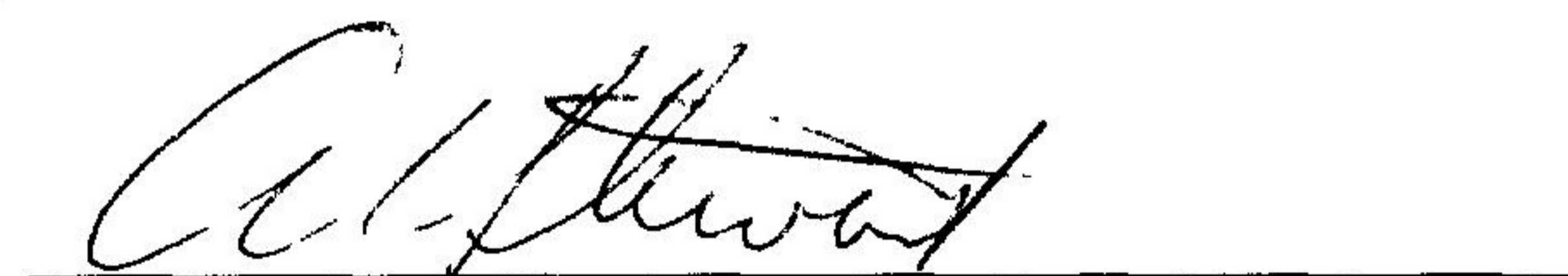

Learron Santore

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Sworn to and subscribed before me, a notary public, by Randy Santore and wife Learron Santore, on this the 23rd day of Sept, 2004.




Notary Public - State of Texas

**Owner of Lots 47 and 48, Block 1
10584 Forest Creek Drive
Willis, Texas 77318**

BY:

John Sprayberry

Denise Sprayberry

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were made public by John Sprayberry and his wife Denise Sprayberry on this the _____ day of _____, 2004.

Sworn to and subscribed before me, a notary public, by John Sprayberry and his wife Denise Sprayberry, on this the _____ day of _____, 2004.

Notary Public - State of Texas

**Owner of Lot 15, Block 1
10715 Forest Creek Drive
Willis, Texas 77318**

BY:

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify 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 at Montgomery County, Texas.

SEP 28 2004

Paulette Green



Mark Tubbell

County Clerk
Montgomery County, Texas

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Sworn to and subscribed before me, a notary public, by Paulette Green, on this the _____ day of _____, 2004.

Notary Public - State of Texas

AFTER RECORDING, PLEASE RETURN TO:

**STEWART & STEWART, ATTORNEYS
402 W. PHILLIPS STREET
CONROE, TX 77301**

FILED FOR RECORD

2004 SEP 28 AM 9:36

Mark Tubbell
COUNTY CLERK
MONTGOMERY COUNTY TEXAS