



City of Roman Forest

Deed Restrictions

Phone: 281-399-2660

1997 - 1137



RENAL YOUNG
CIVIL COURT REPORTER

JUNI GARCY
COURT CLERK

LEE E. ALWORTH
JUDGE, 17th JUDICIAL DISTRICT
SUITE 214 MONTGOMERY COUNTY COURTHOUSE
CONROE TEXAS 77384

MARY A. HUNTER
COORDINATOR/ADMINISTRATOR

14699 5397406

December 3, 1997

Richard Burroughs
Attorney at Law
P.O. Box 1676
Cleveland, TX 77328

Randall B. Strong
Attorney at Law
502 Ward Road
Baytown, TX 77520

Patrick Hubbard
Attorney at Law
P.O. Box 5624
Kingwood, TX 77325

Stephen Paxon
Attorney at Law
1900 West Loop South, #2000
Houston, TX 77027

RE: Cause No. 97-03-00945-CV; Bill Barnett and A. D. Davis, Jr.
vs. The City of Roman Forest, et al

Dear Counsel:

It is the ruling of this Court that the Plaintiffs take nothing as against the Defendants Charles E. Jones, Jr., individually, Pro-Image Construction, Inc., d/b/a New Image Construction Homes and Gary D. Ramey and wife Cathy L. Coats-Ramey.

The Plaintiffs are granted a permanent injunction against the City of Roman Forest restraining and enjoining the City of Roman Forest from taking any action to vary, modify, change or alter the deed restrictions in any and all sections of the Roman Forest development presently situated or hereinafter situated within the city limits of the City of Roman Forest; and, they are further restrained and enjoined from attempting to do any of the preceding actions.

201018

: VOL 734 PAGE 23

DEEDS

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

I
I
I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TEXAS GULF INDUSTRIES, INC., a Texas corporation, is the owner of all that certain real property comprising "ROMAN FOREST, SECTION I" herein sometimes referred to as Subdivision, according to the map or plat thereof recorded in Volume 9, Page 52 thru 55, of the Plat Records of Montgomery County, Texas, to which map or plat and its record thereof reference is here made for full and particular description of said real property; and,

Whereas, TEXAS GULF INDUSTRIES, INC., in its desire to keep the development of said real property for the mutual benefit and pleasure of the owners in said subdivision, and for the protection of such property values therein, desires to place on and against said property certain protective restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT TEXAS GULF INDUSTRIES, INC., a Texas corporation, does hereby make and file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the lots located in said "ROMAN FOREST, SECTION I", owned by the undersigned, including the dedicated roads, avenues, streets and waterways therein as follows:

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot, property or area in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing by TEXAS GULF INDUSTRIES, INC., or such architectural control committee as may be established, as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to the location of the building, and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out.

In the event said TEXAS GULF INDUSTRIES, INC., or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be by delivery in person or by registered letter, addressed to Purchaser's last known address, and which said notice will set forth in detail the elements disapproved and the reason therefor. Such notice need not, however, contain any suggestions as to the methods of correcting the matters and things disapproved. The judgment of the supervising authority or committee shall in all things be final.

2. UNRESTRICTED LOTS

Except for the provisions above providing for architectural control and any restrictions that may be placed upon them by Deed, the following lots and reserves shall be UNRESTRICTED:

Lot R-8 in Block 1
Lots 1, 2, 3 and R-1, R-5, R-22 in Block 2
Lot R-13 in Block 3
Lots R-2, R-4, R-5, R-6, R-9 and R-10 in Block 5
Lots 1 thru 26 and Lots 44 thru 60 and Reserve 15 and Reserve 16 in Block 10
Lots 1 and 2 in Block 11
Lots 1 thru 12 in Block 15
Lots R-12 and R-17 in Block 16
Lots F-1 thru F-5 of Reserve "F" in Block 13
Lots G-1 thru G-11 of Reserve "G" in Block 15
Reserve H-1 and H-2 of Reserve "H"
Lots J-1 thru J-14 of Reserve "J"
Lots K-1 thru K-9 of Reserve "K" in Block 16
Lots L-1 and L-2 of Reserve "L" in Block 20

3. RESIDENTIAL LOTS

Except for the lots and reserves described in (2) above, all lots in said "Roman Forest, Section I" shall be known and designated as "residential lots" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, protective covenants, limitations and conditions:

(A) USE. No dwelling shall be erected, altered, placed or permitted to remain on any of said lots other than a single residence, designated and constructed for use by a single family, together with such servants' quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotels, tourists courts or tourist cottages or as places of abode for transient persons. No trees shall be cut on any tract without written consent of seller unless contract is paid in full.

(1) No dwelling shall be erected on any lots in Reserve "A", Reserve "B", Reserve "C", Reserve "D" and Reserve "E" unless the same shall have an exterior area of not less than 2200 square feet; provided further that one and one half story houses shall contain at least 1500 square feet on the ground floor and containing a total of at least 2200 square feet. Provided further that two story houses shall contain at least 1200 square feet on the ground floor and contain a total of 2200 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.

(2) Except for the areas listed under Unrestricted Lots above and all lots in Reserves "A", "B", "C", "D" and "E", no dwelling shall be erected on any lot in the subdivision unless the same shall have an exterior area of not less than 1600 square feet; provided further, that one and one half story houses shall contain at least 1200 square feet on the ground floor and containing a total of at least 1700 square feet. Provided further that two story houses shall contain at least 1100 square feet on the ground floor and containing a total of 1800 square feet; and provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.

(3) No building or structure shall be occupied or used until the exterior thereof is completely finished. No building may be erected between the building line as shown on the recorded plat and the street. No building shall be erected nearer than 10 feet to any side street lot line or any interior lot line.

(4) In no event shall any residential lot be used for any business purpose.

(5) All residences in this subdivision are to have at least a two car enclosed attached garage or a two car non-attached garage.

(B) CONSTRUCTION. All residences shall be at least 51% brick and only new construction materials shall be used except for used brick. No concrete blocks shall be used in said constructions and all buildings shall be built on a slab or solid concrete beam foundation. In no event shall any old house or building be moved on any lot or lots in said subdivision. The exterior construction of any kind and character, be it the primary residence, garage, porches, or appendages thereto, shall be completed within 6 (six) months after the pouring of the slab.

(C) No boats or trailers shall be permitted to be parked in front of any residential building.

4. GARBAGE AND TRASH DISPOSAL

Garbage and trash shall be disposed of at least once a week. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right of way.

5. NUISANCES

No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not be limited to: A truck larger than three-quarter ton parked on lots or roads or permanently kept on property; any motor vehicle not properly licensed by the State of Texas; junk or wrecking yards; automobiles, trucks or other vehicles used for parts.

6. EASEMENTS

An easement is reserved over and across all lots in the subdivision as indicated on the recorded plat for the purpose of installing, preparing and maintaining, and is hereby conveyed to the proper parties (including Texas Gulf Industries, Inc., water drainage, sewage and telephone utility companies or municipal authorities) so that they may install, repair and maintain electric power, water, sewage, drainage, gas and telephone services for the lots in the subdivision, and all contracts, deeds and conveyances of any of said lots or portion thereof are hereby made subject to this easement.

7. TEMPORARY STRUCTURES AND RESIDENCES

No trailer, tent, shack, barn or other out building or structure shall be moved upon or built upon any lot in this subdivision nor shall any garage or other out building be used as a temporary or permanent residence in this subdivision.

8. ANIMALS

No horses, cows, poultry or livestock of any kind other than house pets, may be kept on said property. No lot in this subdivision shall be used for the commercial breeding and feeding of any animals or birds.

9. FENCES AND PLANTS

No fence or wall, shall be located between the Street and the Building line. All fences built of lumber shall be painted with at least two coats of paint or stain and maintained so as to appear neat and presentable at all times.

10. SIGNS

No signs of any kind shall be displayed to the public view on any tract or lot except one sign advertising the property for sale by Texas Gulf Industries, Inc. or signs used by a builder to advertise the property during the construction and sales period.

11. ACCESS

No driveways or roadways may be constructed on any lot in this subdivision that will furnish access to any adjoining lots or property without the express written consent of Texas Gulf Industries, Inc.

12. DRIVEWAYS

All driveways must be paved before any new house may be occupied in this subdivision. All parking lots and driveways must be paved before used by any

