

2003-143288

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**DECLARATION OF COVENANTS,
CONDITIONS and RESTRICTIONS of
GRAND HARBOR SECTION VII**

THE STATE OF TEXAS**COUNTY OF MONTGOMERY**

This Declaration of Covenants, Conditions and Restrictions, made on the date hereinafter set forth by SJ Development, Inc., a Texas corporation d/b/a Grand Harbor hereinafter referred to as "Declarant".

WITNESSETH

Whereas, Declarant is the owner of that certain property known as **Grand Harbor, Section Seven** a subdivision in Montgomery County, Texas, being 8.664 acres of land situated in the Owen Shannon Survey, A-36, Montgomery County, TX and being out of a residual of a certain 662.264 acres of land as described in deed recorded and according to the map or plat thereof recorded in Cabinet **U**, Sheets **199/200**, inclusive, County Clerk's File No. **2003 117770** of the Map Records of Montgomery County, Texas; and

Whereas, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against such property in order to establish a uniform plan for the development, improvement and sale of such property, and to ensure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said subdivision:

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon Grand Harbor, Section Seven, hereinafter referred to as the "Property", which is further identified in the subdivision plat referenced above, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to Grand Harbor Property Owner's Association.

Section 2. "Property and/or Properties" shall mean and refer to Grand Harbor, Section Seven, which is further identified in the aforementioned subdivision plat.

Section 3. "Lot and/or Lots" shall mean and refer to the Lots shown upon the subdivision plat which are restricted hereby to use for single family residential dwellings only.

Section 4. "Grand Harbor waterfronts" shall mean and refer to none.

Section 5. "Interior Lot" shall mean and refer to Block 1, Lots 1 through 8, Block 2, Lots 1 through 3.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Properties, but in the event of the execution of a contract for sale covering any Lot, the "Owner" shall be the purchaser named in the contract, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

Section 7. "Subdivision Plat" shall mean and refer to the map or plat of Grand Harbor, recorded in Cabinet U, Sheets **199/200**, inclusive, County Clerk's File No. **2003 117770** of the Map Records of Montgomery County, Texas.

Section 8. "Architectural Control Committee" or "Committee" shall mean and refer to Grand Harbor Architectural Control Committee, provided in Article IV hereof.

Section 9. "Builder-Owner" shall mean and refer to the owner of a Lot who owns such Lot for the sole purpose of development and sale to third parties, and is designated in writing as a Builder-Owner by Declarant.

Section 10. "Lake" shall mean and refer to Lake Conroe.

Section 11. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 12. "River Authority" shall mean and refer to the San Jacinto River Authority ("SJRA").

Section 13. "Board of Directors" or "Board" shall mean the elected body of Grand Harbor Property Owners Association.

Section 14. "Utility Company" shall mean and refer to Entergy/Gulf States Utilities.

Section 15. "Residential Dwelling" shall mean and refer to a single residential dwelling with garage.

Section 16. "Improvement" shall mean and refer to any dwelling, garage, carport, swimming pool, boat slip, wall, fence and any other object placed on, in or under the Properties.

Section 17. "Declarant" shall mean and refer to SJ Development, Inc., d/b/a Grand Harbor, its successors and assigns.

Section 18. "Resident" shall mean and refer to every person or entity occupying a Residential Dwelling within the Properties.

Section 19. "Administrator" shall mean the entity administering the maintenance fund.

Section 20. "Unrestricted Reserve" shall mean and refer to any area designated on the Subdivision Plat as a "Reserve" or "Unrestricted Reserve."

ARTICLE II

Restriction, Exception and Dedications

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the private streets and easements shown thereon and such Subdivision Plat further establishes certain restrictions applicable to the Properties including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarant reserves the easements and roadways as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, water lines, sewers, storm sewers, drainage ways, cable television or any other utility Declarant sees fit to install in, across and/or under the Properties.

Section 3. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Should any utility company or cable television company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, without the joinder of any other Owner, shall have the right to grant such easement on said property without conflicting with the terms hereof.

Section 4. Declarant reserves the right, during installations of paving of the streets as shown on the Subdivision Plat, to enter onto any Lot or Lots for the purpose of disposing of excavation from dredged material from the shoreline of the Properties and street excavation,

