

77-05-818

273-00-0740

9739632

WARRANTY DEED WITH VENDOR'S LIEN

Date: JUNE 30, 1997

Grantor: CLAYTON T. HUGHES, H. M. HAWTHORNE, THE ESTATE OF CHARLINE R. HAWTHORNE, DECEASED, AND TED TRACY

Grantor's Mailing Address:
P. O. BOX 3044
CONROE, TEXAS 77305

Grantee: RACHEL McCORD AND BOBBY BORCHGARDT

Grantee's Mailing Address:
13223 LAKE BREEZE LANE
WILLIS, TEXAS 77378

Consideration: TEN AND NO/100 (\$10.00) Dollars -----
and a note of even date that is in the principal amount of \$17,213.00 and is executed by Grantee, payable to the Grantor in 120 monthly installments and bearing interest as therein provided. The note provides for acceleration of maturity and payment of attorney's fees in the event of default. It is secured by a Vendor's Lien retained in this Deed and by a Deed of Trust of even date to Jerel J. Hill, Trustee.

Property: (including any improvements):

BEING 3.912 ACRES OF LAND AND BEING LOT 4 OF WALDING WOODS SUBDIVISION, IN THE B. ANDERS SURVEY, A-60, MONTGOMERY COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all valid and subsisting restrictions, reservations, conditions, limitations, covenants, exceptions, mineral conveyances, and easements properly of record in the Office of the County Clerk of Montgomery County, Texas, if any, affecting the above-described property.

This conveyance is made and accepted subject those certain restrictions attached hereto and made a part hereof.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The Vendor's Lien against and superior title to the property are retained until the above described Note is fully paid according to its terms, at which time this Deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Clayton T. Hughes
CLAYTON T. HUGHES

H. M. Hawthorne
H. M. HAWTHORNE

THE ESTATE OF CHARLINE R. HAWTHORNE,
DECEASED,

BY: *H. M. Hawthorne*
H. M. HAWTHORNE, IND. EXECUTOR

Ted W. Tracy
TED TRACY

(Acknowledgment)

STATE OF TEXAS

COUNTY OF *Montgomery*

This instrument was acknowledged before me on the *30th* day of JUNE, 1997, by CLAYTON T. HUGHES, AND H. M. HAWTHORNE.

Elizabeth J. Christiansen
Notary Public, State of Texas
Notary's name (printed):
Elizabeth J. Christiansen
Notary's commission expires:
2-26-2000

(Acknowledgment)

STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 30th day of JUNE, 1997, by H. M. HAWTHORNE, INDEPENDENT EXECUTOR OF THE ESTATE OF CHARLINE R. HAWTHORNE, DECEASED. HUGHES, on behalf of said corporation.

Elizabeth J. Christiansen
Notary Public, State of Texas
Notary's name (printed):
Elizabeth J. Christiansen

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged to before me on the 30th day of June, 1997, by TED TRACY.

Elizabeth J. Christiansen
Notary Public, State of Texas
Notary's name (printed):
Elizabeth J. Christiansen

PREPARED IN THE LAW OFFICE OF: Jerel J. Hill

273-00-0743

RESTRICTIONS AND COVENANTSEXHIBIT A

PERTAINING TO WALDING WOODS, A SUBDIVISION OUT OF AND A PART OF THE B. ANDERS SURVEY, ABSTRACT 60, AND THE J. WHITE SURVEY, MONTGOMERY COUNTY, TEXAS.

THE STATE OF TEXAS
COUNTY OF MONTGOMERY



WITNESSETH:

THAT Walding Woods Subdivision of Montgomery County, Texas composing the property owners of Walding Woods, a Subdivision out of and a part of the B. Anders Survey, Abstract 60, and the J. White Survey, Montgomery County, Texas; this being a private acreage Subdivision who desire to insure uniformity and a well planned development and to maintain said Subdivision exclusively for residential purposes and to carry out a general plan for the benefit and use of each and every owner and for each and every purchaser of a tract or tracts in said Subdivision; and to enhance the value of said property for each and every owner, have agreed to adopt and do by these present agree upon, fix, and adopt the following restrictions and covenants upon Walding Woods, a Subdivision out of and a part of the B. Anders Survey, Abstract 60, and the J. White Survey, Montgomery County, Texas, the restrictions and covenants hereby fixed and adopted being as follows, to-wit:

1. All tracts are designated as residence tracts and no business establishment of any type, kind, or character shall be operated thereon.
2. No residence or building shall be erected closer than 200 feet to front line of any tracts.
3. All buildings shall maintain a clear distance of ten (10) feet from side or back property line.
4. Any structure begun must be completed within a reasonable length of time or within six (6) months from day of the start of construction.
5. Mobile homes of 800 sq. feet or better to be allowed on tracts of land provided they are skirted with material approved by architectural committee.
6. No pit toilets shall be erected, constructed, or placed upon any tract or tracts within the Subdivision at any time.
7. All sewage shall be handled by connections to sewer system or by septic tanks of not less than five hundred (500) gallon capacity with an adequate field system for distribution of waste which shall meet County specifications and FHA requirements.

273-00-0744

8. No bill boards or commercial advertisement of any kind shall be erected or permitted within the limits of this Subdivision.

9. No smelly animals of any kind such as pigs, goats, etc. shall be kept within the limits of this Subdivision.

10. No noxious or offensive trade will be permitted within the limits of this Subdivision.

11. EASEMENTS: Easements as shown and called for on the official plat of said Subdivision have been dedicated for the installation operation and maintenance therein of utilities servicing the needs of residents of this Subdivision; ground easements are drawn and marked on the official plat. Any facilities such as a storm sewer, water mains, sanitary sewers, gas mains, electric powerlines and telephone lines will be installed upon street right-of-way and easements as dedicated on the official plat. Title to all utility systems and to all parts thereof shall remain vested in the person, firm, corporation, or political unit having due and legal authority to install, own and operate such system and no right of ownership therein, or any part thereof, shall pass to any owner of real property in this subdivision by virtue of such ownership. The owners of utility systems shall have the rights of ingress and egress for purposes of installation, operation, and maintenance and for like purposes shall have prior rights in the use of the land under easement as against the owner of such land, and no person, firm, or entity will construct a fence or barrier thereon except as permitted hereinafter.

12. WATER SUPPLY: All water to be furnished by owners of each tract.

13. GARBAGE AND TRASH DISPOSAL: Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. DRAINAGE: Natural drainage of streets, lots, or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow.

273-00-0745

15. BUILDING TYPE AND SIZE: The building erected upon any building site shall consist of no more than one single-family dwelling establishment. No building shall be erected upon any building site, nor any building altered, placed, or permitted to remain on such site other than one single-family dwelling, together with housing space for usual family requirements such as garage, household laundry, storage, or servant's quarters. The covered part of the dwelling proper exclusive of open porches, carports, garages, and servant's quarters will contain a minimum of 1000 square feet if erected on any of the lots in this section. No building shall be erected off of the premises and moved onto said Subdivision. That is, no other building shall be moved from other premises into this Subdivision and all buildings or units shall be constructed and erected on said premises. In the event of a multi-story dwelling unit the ground floor area, exclusive of open porches and garages, shall not be less than eight hundred (800) net square feet. Garages may be built attached or separate from the dwelling proper.

16. These restrictions and covenants shall run with the land and are to be binding on all parties, sellers, and purchasers, and all persons claiming under them until May 1st, 1997, at and after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the tracts within this Subdivision it is voted to change same in whole or in part.

17. Invalidation of any one of these restrictions or covenants by Judgment or Court Order shall in no way effect any of the other provisions hereof, all of which such other provisions shall remain in full force and effect.

18. No violation of these restrictions and covenants on the part of any person acquiring any tract of land in this Subdivision shall effect or in any way invalidate any lien or liens and/or improvements made and to be made, but such lien or liens shall remain in full force and priority in the case of any Judgment against any such owner of any tract of

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, erasure or photo copy, discolored paper, etc. All blanks, cuts, additions and changes were present at the time the instrument was filed and recorded.

THESE AND TO THE FULL OF THEM SUBJECTING ANY INSTRUMENT BE UNRECORDED BY THE

indebtedness or notes of any part of them; but no release of any of said restrictions or covenants is intended hereby as against the original purchaser, his heirs, executors, administrators, assigns, or successors,

273-00-0746

as the case may be, and sale under a foreclosure of the lien or liens hereinabove recited shall pass title to said tract of land subject to these hereinabove recited restrictions and covenants.

19. It is understood herein that these restrictions and covenants are adopted for the purpose of insuring uniformity and harmony in connection of dwellings erected and to maintain an exclusive residential Subdivision and to carry out a general plan for protection, benefit, and use of every purchaser of tracts herein, which will enhance the value of said tracts for each and every owner.

20. Walding Woods Subdivision shall have an architectural committee made up of three persons consisting of Mrs. Charline Hawthorne, H.M. Hawthorne, Jr., and Clayton T. Hughes. All plans and specifications shall be presented to the architectural committee for approval prior to commencing construction and the architectural committee shall be the sole judge of all plans and specifications. No mobile homes shall be allowed on any tract in said subdivision until permission has been obtained in writing from the architectural committee.

21. There will be a Walding Woods Community Organization formed and the boat docks and all related facilities will be owned by each and every tract owner. However, it is specifically agreed and understood that the boat docks and related facilities shall be for the use of the lot owners and their guests but each guest must be accompanied by a lot owner when using the boat dock and facilities

22. No firearms shall be fired in Subdivision at any time.

23. No bus or motor homes or other type recreational vehicles shall be permitted on the premises at any time without first obtaining permission from the architectural committee.

24. All roads will be maintained by the owners or developer for a period of two years and at the expiration of two years the owners or developer shall have the right and privilege of turning all maintenance over to the property owners or have said roads dedicated as public roads.

These restrictions and covenants shall be binding upon all of the parties executing same, their heirs and assigns, and shall have the effect of subjecting the lot or lots owned by the owners executing same to these covenants and restrictions whether or not all of the owners of a lot or

273-00-0747

lots with the Subdivision execute these covenants and restrictions. It is the desire of all of the parties executing these covenants and restrictions to subject their respective tract or tracts to these covenants and restrictions and same shall be covered by these covenants and restrictions whether or not all of the owners of a tract or tract within the Subdivision execute same. The parties executing these covenants and restrictions hereby bind themselves, their heirs and assigns to same whether they be the owner in fee simple of such tract or tracts or whether they be are purchasing same under a Contract of Sale or a Contract for Deed; and likewise, any lien holder executing these covenants and restrictions or any seller by either Deed, Contract for Deed, or Contract of Sale, hereby subjects their respective tract or tracts to these covenants and restrictions.

All conveyances, transfers, leases, Contracts of Sale, Contracts for Deed, etc. shall be made subject to these restrictions and covenants hereby fixed and adopted and it shall be sufficient to refer to the same by File Number and/or Volume and Page reference and not necessary to copy the same in full in said instruments.

WITNESS OUR HANDS THIS THE 1st day of March, A.D., 1977.

Charline Hawthorne
Charline Hawthorne

H.M. Hawthorne, Jr.
H.M. Hawthorne, Jr.

Clayton T. Hughes
Clayton T. Hughes

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photo-public reproduction because of illegibility, missing or photo copy, discolored paper, etc. All errors, omissions and changes were pointed out to the filer and instrument was filed and recorded.

273-00-0748



TRACT 4: WALDING WOODS SUBDIVISION

BEING 3.912 acres of land in the B.Anders Survey, A-60, Montgomery County, Texas and being out of a 77.56 acre tract described in deed recorded in Volume 768, Page 42 of Montgomery County Deed Records (MCDR), said 3.912 acres being more particularly described as follows:

BEGINNING at a 1/2" iron rod for the southeast corner of herein described tract in the east line of said 77.56 acres and the west line of U.S. Forest Service tract in the David Pevehouse Survey, A-422, said rod being N.00°51'37"W., 557.40' from a Forest Service marker stamped J-66 for the southeast corner of said 77.56 acres and the southwest corner of said Forest Service tract;

THENCE N.88°13'W., crossing said 77.56 acres, at 464.94 feet pass a 1/2" iron rod reference corner in the east line of a 60' wide roadway and continue on in all a distance of 494.94 feet to the southwest corner of herein described tract in the center-line of said roadway;

THENCE N.01°47'E., along the center-line of said roadway for a distance of 350.00 feet to the northwest corner of herein described tract;

THECNE S.88°13'E., at 30.00 feet pass a 1/2" iron rod for a reference corner in the east line of said roadway and continue on across said 77.56 acres for a total distance of 478.78 feet to a 1/2" iron rod for the northeast corner of herein described tract in the east line of said 77.56 acres and the west line of said Forest Service tract;

THECNE S.00°51'37"E., along the east line of said 77.56 acres and the west line of said Forest Service tract for a distance of 350.37 feet to the **POINT OF BEGINNING** and containing 3.912 acres of land.

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FILED FOR RECORD

97 JUL -2 AM 9:48

MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS

[Signature]
DEPUTY

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.

JUL - 2 1997



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

Office: 800 Croke St. - P.O. Box 987 - Conroe, Texas 77301 - (713) 756-8116

Members: T.S.A. & A.C.S.M.

P. 02 I 489 756 6116 C & G Land Surveyors