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.VOL 993 PAGE 503

DEEDS

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

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KNOW ALL MEN BY THESE PRESENTS:

THAT We, Clayton T. Hughes, H. M. Hawthorne, Jr. and Charline R. Hawthorne, each of Montgomery County, Texas, and Richard M. Heidbrink, of Harris County, Texas, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, cash to us in hand paid by Robert M. Stewart and wife, Nell D. Stewart, the receipt and sufficiency of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Robert M. Stewart and wife, Nell D. Stewart, each of Harris County, Texas, all that certain lot, tract or parcel of land being 2.69 acres of land in the B. Anders Survey, A-60, Montgomery County, Texas, and being a part of a certain 77.56 acre tract described in Deed recorded in Vol. 768, Page 42, of the Deed Records of Montgomery County, Texas, said 2.69 acres being described as follows, to-wit:

COMMENCING at the S.E. Corner of above mentioned 77.56 acres;

THENCE N. $87^{\circ} 44'$ W. along its south line for a distance of 520.0 feet to point for corner in center-line of a 60 foot wide Roadway Easement;

THENCE N. $01^{\circ} 52'$ E. along the center-line of said Roadway Easement for a distance of 305.0 feet to point for corner and the BEGINNING POINT of herein described tract of land;

THENCE N. $01^{\circ} 52'$ E. continuing along the center-line of said Easement for a distance of 300.0 feet to point for N.E. Corner of this tract;

THENCE N. $88^{\circ} 08'$ W. at 30.0 feet pass an iron rod reference corner, at 410.0 feet pass reference corner and continuing on in all for a total distance of 430.5 feet to point for corner in the center-line of a creek;

THENCE southward along the meanders of said creek, a general course brs S. $10^{\circ} E.$, 306.5 feet to point for corner;

THENCE S. $88^{\circ} 08'$ E. at 85.2 feet pass an iron rod reference corner and at 337.5 pass an iron rod reference corner and in all a total distance of 367.5 feet to the point of BEGINNING and containing 2.69 acres of land, more or less.

Out of the grant hereby made, there is, however, excepted and reserved unto Grantors, Grantors' predecessors in title, their heirs and assigns, all of the oil, gas and other minerals in and under, and that might be produced from the tract of land herein conveyed, however, Grantors waive use of the surface.

In addition to the conveyance of the hereinabove described tract, Grantors herein convey unto Grantees herein, their successors, heirs and assigns, the free and uninterrupted use, liberty and privilege and easement for roadway and

utility purposes and for passing in and along that certain roadway easement in, over and across Tract No. 1, Tract No. 2 and Tract No. 3, as set out more fully in that certain roadway easement from Ellis A. Oualline, Jr., et al, to Clayton T. Hughes, dated March 20, 1972, and recorded in Volume 769, Page 669, of the Deed Records of Montgomery County, Texas, reference to which said easement is here made for all purposes the same as if copied herein verbatim.

In addition to the conveyance of the hereinabove described tract, Grantors herein convey unto Grantees herein, their successors, heirs and assigns, the free and uninterrupted use, liberty and privilege and easement for roadway and utility purposes and for passing in and along that certain sixty (60') foot roadway easement, as set out in that certain Easement from Walter Kohl and Werhner Kohl to Clayton T. Hughes, et al, dated September 20, 1976, and recorded in Volume 955, Page 571, Deed Records of Montgomery County, Texas.

Also in addition to the conveyance of the hereinabove described tract, Grantors herein convey unto Grantees herein, their successors, heirs and assigns, the free and uninterrupted use, liberty and privilege and easement for roadway and utility purposes and for passing in and along that certain easement from Cordie Walding, et al, to Clayton T. Hughes, et al, dated September 20, 1976, and recorded in Volume 955, Page 574, Deed Records of Montgomery County, Texas.

That Grantors herein shall not join in, participate in, instigate, encourage, or in any way be a part of the creation of a municipal utility district and/or water control and improvement district, either of which would include the tract herein described.

This conveyance is further made subject to that certain 30 foot roadway and utility easement along and parallel with the East line of the tract or parcel of land herein conveyed.

Also, in addition to the conveyance of the herein described tract, Grantors herein convey unto Grantees herein, their successors, heirs and assigns, the free and uninterrupted use, liberty and privilege and easement for roadway and utility purposes and for passing in and along that certain sixty (60') foot right-of-way in and across that certain 77.56 acre tract in the Burrell Anders Survey, A-60, Montgomery County, Texas, said 77.56 acres being more particularly described in

a Deed from Alpha M. Cohen, et ux to Clayton T. Hughes, et al and recorded in Volume 768, Page 42, Deed Records of Montgomery County, Texas, said easement being more particularly described as follows, to-wit:

BEING 2.66 acres of land in the Burrell Anders Survey, A-60, Montgomery County, Texas, being a 60 foot wide roadway, the centerline of which is more particularly described as follows:

BEGINNING at a point in the south line of that certain 77.56 acre tract described in Vol. 898, Page 225, of the deed records of Montgomery County, said point being N. 87° 14' W., 520 feet from the southeast corner of said 77.56 acre tract;

THENCE N. 1° 52' 54" E., a distance of 1938.74 feet to a point for the end of the herein described centerline in the north line of said 77.56 acre tract.

This conveyance is further made subject to that certain Gulf States Utility Easement from Clayton T. Hughes, et al to Gulf States Utility Company, recorded in Volume 987, Page 67, Deed Records of Montgomery County, Texas.

This conveyance is further made subject to those certain covenants and restrictions, which said covenants and restrictions are attached hereto and marked Exhibit A, and which said covenants and restrictions attached hereto will be considered as a part or portion of this conveyance the same as if they were incorporated verbatim in this conveyance.

This conveyance is further made subject to the Order of the Texas Water Quality Board establishing a Restricted Zone and a Water Quality Zone around Lake Conroe Reservoir; promulgating rules and regulations for the control of sewage within this zone which is not disposed of in organized disposal systems; providing for licensing of septic tank systems; and designating the San Jacinto River Authority and its General Manager as the agent of the Board of perform administrative functions related to the rules and regulations set forth therein, said Order bearing date of November 20, 1970, and being recorded in Volume 741, Page 445, Deed Records of Montgomery County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Robert M. Stewart and wife, Nell D. Stewart, their heirs and assigns, forever; and

we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular, the said premises unto the said Robert M. Stewart and wife, Neil D. Stewart, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS OUR HANDS this, the 16th day of May, A. D. 1977.

Clayton T. Hughes
Clayton T. Hughes

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

Charline R. Hawthorne
Charline R. Hawthorne

Richard M. Heidbrink
Richard M. Heidbrink

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clayton T. Hughes, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 16th day of May, A. D. 1977.



Barbara L. Shaw
Notary Public in and for
Montgomery County, Texas

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared H. M. Hawthorne, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 16th day of May, A. D. 1977.



Barbara L. Shaw
Notary Public in and for
Montgomery County, Texas

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Charline R. Hawthorne, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged

to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 16th day of May, A. D. 1977.



Barbara L. Shaw
Notary Public in and for
Montgomery County, Texas

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Richard M. Heidbrink, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 16th day of May, A. D. 1977.



Barbara L. Shaw
Notary Public in and for
County, Texas

EXHIBIT A
RESTRICTIONS AND COVENANTS

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.

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.

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 land, said premises shall nevertheless remain subject to such lien or liens and to the lien or liens securing any renewal or extension of such 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,

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

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

FILED FOR RECORD
AT 11 O'CLOCK A.M.
MAY 23 1977
ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
[Signature] Deputy