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PROTECTIVE COVENANTS AND RESTRICTIONS  
R W A RANCH, OF WALKER COUNTY, TEXAS

00823

WITNESSETH:

WHEREAS, the undersigned are the owners of the following described real property:

Tracts 5,6,7,8,9 and 10; Being 74.36 acres of land, more or less, situated in the I. & G. N. RR. CO. SURVEY, Abstract No. 686 and the J. C. P. KENNYMORE SURVEY, Abstract No. 314, both in Walker County, Texas and being out of and a part of a called 313.384 acre tract described as the "First Tract" and "Second Tract" in a deed from the Estate of Rufus W. Akridge to James B. Morris, et al dated January 3, 1972 and recorded in Volume 244, page 354, Deed Records, Walker County, Texas, said Tracts being more definitely described in EXHIBIT "A" attached hereto and hereby made a part hereof.

WHEREAS, they are desirous of subjecting the real property described to the restrictions, covenants, reservations and easements hereinafter set forth:

NOW, THEREFORE, the undersigned hereby declare that the real property described shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth:

Definition of Term "Building Site"  
Building site shall mean any tract or portion thereof, or any two or more contiguous tracts constituting a parcel of land of record in a single ownership.

CLAUSE I.

Property Subject to this Declaration:

1. The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations and easements is located in the County of Walker, State of Texas, and is more particularly described as follows:

See EXHIBIT "A" attached hereto and hereby made a part hereof.

2. No property other than the described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

3. The undersigned may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, liens and charges herein set forth by appropriate reference hereto.

CLAUSE II.

General Purpose of Conditions:

1. The real property described heretofore is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvements of each tract thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as possible, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive structures thereon; with appropriate locations thereof on building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said purchasers of building sites therein.

2. Uses and Prohibited Uses. Said land shall be used for residential purposes, only. Said residential land shall not be used or occupied for any form of commercial or business purposes nor for any noxious or offensive activity and nothing shall be done or permitted to be done on said lands which is a nuisance or might become a nuisance to the owner or owners of any surrounding land.

3. Temporary Structures. No mobile homes, trailer houses, shacks or other out buildings may be erected on a tract covered by these covenants, nor shall any structure of a temporary character be used for human habitation. All houses must be completed within six (6) months after beginning of construction. No tents may remain on premises longer than 72 hours at one time.

4. Mining or Drilling Operations. Mining operations of any kind, drilling, or quarrying shall not be permitted upon or in any building sites in the tracts described herein; nor shall tunnels, mineral excavations, shafts, except for waterwells to be permitted upon or in any of the building sites covered by these covenants. All of the tracts which compose R W A Ranch, Section 1 are subject to the oil, gas and other mineral reservations, if any, affecting the above described property, that are valid, existing and properly of record.

5. Animals. No swine may be maintained or raised on the said premises and any other animals must be properly fed and housed. No animal or animals shall be permitted to become a nuisance.
6. Signs. Signs shall be restricted to identification of the residents of a Tract. Combined total area of signs on any property shall not exceed three square feet in area.
7. Number and location of buildings. No permanent buildings or structures shall be placed, erected or permitted to remain on any residential tract other than:
- a. One detached family dwelling house, and
  - b. An attached or detached one, two or three car garage, and one barn for such horses as are permitted on said tract.
8. Type and Safety of Construction. All structures shall comply with the provisions of the Building Standard Codes applicable to Walker County.

All structures shall have an exterior surface of natural wood (which may have a clear finish, stain or paint), stone, brick, or glass; and roof surfaces shall be wood or composition or shake shingles, or tar and gravel built up surfaces.

9. Minimum Floor Area. No main residential structure shall be permitted on any building site covered by these covenants, the habitable ground floor area of which, exclusive of open porches, patios and garages, is less than 1,000 square feet in the case of a one story structure, or less than 900 square feet in the case of one and one-half or two story structure.

10. Minimum Yards. No building shall be located on any building site less than 25 feet from the front lot line for all sites covered by these covenants, nor less than 25 feet from any side street line. No building shall be located less than 25 feet from any side lot line or 25 feet from any building on the same site. No building shall be so located as to reduce the rear yard of the plot on which it is located to less than 25 feet.

11. Carbure Disposal and Sanitary Systems. No sewerage disposal system, sanitary system, cesspool, or septic tank shall be constructed, altered, or allowed to remain or to be used in any tract unless fully approved as to design, capacity, location, and construction by all proper public health agencies of the State of Texas and County of Walker. No permanent outside toilets, or privies shall be erected on said premises.

12. Service Yards and Trash. All equipment, service yards, or storage piles, except neat appearing woodpiles, shall be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring tracts and streets and access roads. All rubbish and trash shall be removed from said land and shall not be allowed to accumulate. No burning of waste or other building materials shall be permitted without full time observation of said burning and under no circumstances shall burning be permitted without water being available for full control of said burning.

13. Resubdivision. Said land shall not be resubdivided into tract or lots smaller than 1.75 acres nor conveyed or encumbered in any size less than 1.75 acres for a period of thirty (30) years; provided that conveyances or dedications of easements for utilities or roads may be made for less than all of one tract.

14. Utility Easements Reserved. The undersigned hereby reserve to themselves, their successors and assigns, perpetual easements (10) ten feet in width:

15. Use of Easements. No dwelling or improvements shall be placed on, nor shall any material equipment, or refuse be placed on any part of said property within the areas of the easements reserved as indicated.

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CLAUSE III.

Violation of Covenants. Violation of any of the covenants or restrictions herein contained shall give to the undersigned or their agent or assigns, the right to enter upon the property or as to which such violation exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the undersigned or their agent or assigns shall not thereby be deemed guilty of any manner for such entry, abatement or removal.

Enforcement Actions. The undersigned Seller, and all property owners, shall have the right to prosecute any action to enforce the provisions of all of the owners of the lands within any future subdivisions, which said land, described in attached map, shall become a part of. In addition the provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the undersigned or the owner or owners of any portion of said property, or their and each of their legal representatives, heirs, successors and assigns; and failure by the undersigned or by any other property owner, or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so hereafter. Enforcement of the covenants or restrictions contained herein may be had at law or in equity against any person, partnership, corporation or entity violating or attempting to violate any such covenant or restriction.

CLAUSE IV.

General Provisions:

Severability. Should any part or parts of these covenants be declared invalid or unenforceable by any Court of competent jurisdiction, such decisions shall not effect the validity of the remaining covenants.

Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be construed to be a part of the covenants contained herein.

Covenants to Run with the Title. All of the covenants contained in this instrument shall run with the land and be a burden on the title to all of the lands hereinabove described.

Duration. These covenants are to be binding on all persons and parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the land hereinabove described has been recorded agreeing to change the covenants in whole or part.

Assignment of Powers. Any or all of the rights and powers and reservations of undersigned herein contained may be assigned to any corporation or association which is now organized or which may hereafter be organized and which will assume the duties of undersigned hereunder pertaining to the particular rights and powers and reservations assigned; and upon such corporation or association evidencing its consent in writing to accept such assignment, and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as were given to and assumed by the undersigned herein.

Signed this 7<sup>th</sup> day of MARCH, 1975

James B. Morris  
James B. Morris

Cecil D. Ghormley  
CECIL D. GHORMLEY

Jan A. Gustafson  
Jan A. Gustafson

John J. Thomas  
John J. Thomas

THE STATE OF TEXAS  
Harris  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas on this day personally appeared JAMES B. MORRIS, JAN A. GUSTAFSON and Cecil D. Ghormley, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



WITNESSED UNDER MY HAND AND SEAL OF OFFICE this 7<sup>th</sup> day of MARCH, 1975.

Alvin Davis  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS  
Haskell  
COUNTY OF ~~HASKELL~~

BEFORE ME, the undersigned authority, a Notary Public in and for Haskell County, Texas on this day personally appeared John J. Thomas, 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 11 day of  
March 1975.

*W. Raymond Lane*  
Notary Public in and for  
Haskell County, Texas



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MURRAY & MOORER, INC.  
REGISTERED PUBLIC SURVEYORS  
Huntsville, Texas 77340

( Exhibit A )

THE STATE OF TEXAS        X  
COUNTY OF WALKER        X

I, the undersigned J.S. MOORER, Registered Public Surveyor No. 1572, do hereby certify that the following field notes represent a survey made on the ground of the following described tract(s) or parcel(s) of land located in Walker County(ies), Texas.

TRACT NO. 5: 5.92 Acres

Being 5.92 acres of land, more or less, situated in the I. & G.N. RR. CO. SURVEY, Abstract No. 686, Walker County, Texas and being out of and a part of a called 261.247 acre tract described in a deed from the Estate of Rufus W. Akridge to James B. Morris, et al dated January 3, 1972 and recorded in Volume 244, page 354, Deed Records, Walker County, Texas, said 5.92 acres being moer definitely described as follows:

BEGINNING at the southeast corner of a 60 foot road along the south line of the RWA Ranch Subdivision- Section One as shown on a Plat recorded in Volume 174, page 624, Deed Records, an iron rod for corner from which the southeast corner of Lot No. 33 of said RWA Ranch bears N 01°42'26"E-60.54 feet;

THENCE S 01°42'26"W- 464.04 feet to the most easterly south line of said 261.247 acre tract, a 5/8" iron rod set for the southeast corner of the 5.92 acres herein described from which a 22" Pine bears S 13°W-23.4 feet, a 13" Pine bears S 80°E-39.0 feet and a 9" Elm bears S 67°E-13.5 feet;

THENCE N 87°55'14"W, with the most easterly south line of said 261.247 acres, 634.77 feet to an ell corner of said 261.247 acres, an iron rod for corner at a fence corner post;

THENCE N 02°06'E356.93 feet to the south line of said 60 foot road along the south line of said RWA Ranch- Section One, set a 5/8" iron rod for the northwest corner of the 5.92 acres herein described;


THENCE with the south line of said 60 foot road as follows:

(1) N 84°28'E- 188.65 feet to an iron rod for corner;

and (2) N 81°37'E-452.16 feet to the PLACE OF BEGINNING

Surveyed in February, 1975;  
Witness trees marked X

Signed

  
\_\_\_\_\_  
J.S. Moorer  
Reg. Public Surveyor No. 1572



MURRAY & MOORER, INC.  
REGISTERED PUBLIC SURVEYORS  
Huntsville, Texas 77340

( Exhibit A )

THE STATE OF TEXAS     I  
COUNTY OF WALKER     I

I, the undersigned J.S. MOORER, Registered Public Surveyor No. 1572, do hereby certify that the following field notes represent a survey made on the ground of the following described tract(s) or parcel(s) of land located in Walker County(ies), Texas.

TRACT NO. 6: 12.49 Acres

Being 12.49 acres of land, more or less, situated in the I. & G.N. RR. CO. SURVEY, Abstract No. 686, Walker County, Texas and being out of and a part of a called 261.247 acre tract described in a deed from the Estate of Rufus W. Akridge to James B. Morris, et al dated January 3, 1972 and recorded in Volume 244, page 354, Deed Records, Walker County, Texas, said 12.49 acres being more definitely described as follows:

BEGINNING at the most southerly southeast corner of said 261.247 acre tract, an iron rod for corner at a fence corner post;

THENCE N 87°53'15"W, with the most westerly south line of said 261.247 acre tract, 628.55 feet to a 5/8" iron rod set for the southwest corner of the 12.49 acres herein described;

THENCE N 02°09'E- 878.07 feet to the south line of a 60 foot road along the south line of the RWA Ranch Subdivision- Section One as shown on a Plat recorded in Volume 174, page 624, Deed Records, a 5/8" iron rod set for the northwest corner of the 12.49 acres herein described;

THENCE with the south line of said 60 foot road as follows:

(1) S 83°26'E- 280.32 feet to a 5/8" iron rod for corner;

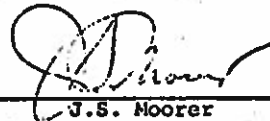
(2) N 89°35'E- 270.60 feet to a 5/8" iron rod for corner;

and (3) N 84°28'E- 78.67 feet to a 5/8" iron rod set for the northeast corner of the 12.49 acres herein described;

THENCE S 02°06'W, at 356.93 feet pass a 5/8" iron rod at a fence corner for an ell corner of said 261.247 acre tract, a total distance of 878.79 feet to the PLACE OF BEGINNING.

Surveyed in February, 1975.

Signed



J.S. Moorer  
Reg. Public Surveyor No. 1572



MURRAY & MOORER, INC.  
REGISTERED PUBLIC SURVEYORS  
Huntsville, Texas 77340

( Exhibit A )

THE STATE OF TEXAS     X  
COUNTY OF WALKER     X

I, the undersigned J.S. MOORER, Registered Public Surveyor No. 1572, do hereby certify that the following field notes represent a survey made on the ground of the following described tract(s) or parcel(s) of land located in Walker County(ies), Texas.

TRACT NO. 7: 28.00 Acres

Being 28.00 acres of land, more or less, situated in the I. & G.N. RR. CO. SURVEY, Abstract No. 686, Walker County, Texas and being out of and a part of a called 261.247 acre tract described in a deed from the Estate of Rufus W. Akridge to James B. Morris, et al dated January 3, 1972 and recorded in Volume 244, page 354, Deed Records, Walker County, Texas, said 28.00 acres being more definitely described as follows:

BEGINNING in the most westerly south line of said 261.247 acre tract in the division line between said I. & G.N. RR. CO. SURVEY and the WILEY PARKER SURVEY, A-37, a 5/8" iron rod set for the southeast corner of the 28.00 acres herein described from which an iron rod at a fence corner post for the most westerly southeast corner of said 261.247 acres bears S 87°53'15"E-628.55 feet;

THENCE N 87°53'15"W, with the most westerly south line of said 261.247 acres, same being along said division line between said I. & G.N. RR. and PARKER SURVEYS, 1312.83 feet to a 5/8" iron rod set for the southwest corner of the 28.00 acres herein described;

THENCE N 02°09'E- 975.02 feet to the south line of a 60 foot roadway along the south line of the RWA Ranch Subdivision-Section One as shown on a Plat recorded in Volume 174, page 624, Deed Records, set a 5/8" iron rod for corner;


THENCE N 87°12'E, with the south line of said 60 foot roadway, 32.07 feet to an iron rod for corner;

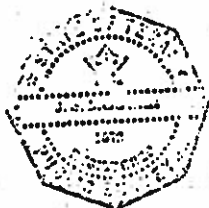
THENCE S 83°26'E, with the south line of said 60 foot roadway, 1284.69 feet to a 5/8" iron rod set for the northeast corner of the 28.00 acres herein described;

THENCE S 02°09'W-878.07 feet to the PLACE OF BEGINNING.

Surveyed in February, 1975.

Signed

  
\_\_\_\_\_  
J.S. Moorer  
Reg. Public Surveyor No. 1572



MURRAY & MOORER, INC.  
REGISTERED PUBLIC SURVEYORS  
Huntsville, Texas 77340

( Exhibit A )

THE STATE OF TEXAS     I  
COUNTY OF WALKER     I

I, the undersigned J.S. MOORER, Registered Public Surveyor No. 1572, do hereby certify that the following field notes represent a survey made on the ground of the following described tract(s) or parcel(s) of land located in Walker County(ies), Texas.

TRACT NO. 8: 13.975 Acres

Being 13.975 acres of land, more or less, situated in the I. & G.N. RR. CO. SURVEY, Abstract No. 686 and the J.C.P. KENNYMORE SURVEY, Abstract No. 314, both in Walker County, Texas and being out of and a part of a called 313.384 acre tract described as the "First" and "Second" Tracts in a deed from the Estate of Rufus W. Akridge to James B. Morris, et al dated January 3, 1972 and recorded in Volume 244, page 354, Deed Records, Walker County, Texas, said 13.975 acres being more definitely described as follows:

COMMENCING at the southwest fence corner of said "First Tract" in the southeast Right-of-Way line of State Farm-to-Market Road No. 980, an iron rod for corner at a fence corner post in the division line of said I. & G.N. RR. CO. SURVEY and the WILEY PARKER SURVEY, A-37;

THENCE S 87°53'15"E, with the most westerly south line of said "First Tract" and with said division line, 1089.25 feet to the PLACE OF BEGINNING, set a 5/8" iron rod for the southwest corner of the 10.975 acres herein described;

THENCE N 02°09'E- 739.43 feet to the south line of a 60 foot road along the south line of the RWA Ranch Subdivision- Section One as shown on a Plat recorded in Volume 174, page 624, Deed Records, a 5/8" iron rod set for the northwest corner of the 13.975 acres herein described;

THENCE with the south line of said 60 foot road as follows:

(1) N 71°10'E- 557.28 feet to an iron rod for corner;

(2) N 78°29'E- 137.48 feet to an iron rod for corner;

and (3) N 87°12'E- 46.00 feet to a 5/8" iron rod set for the northeast corner of the 13.975 acres herein described;

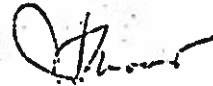
THENCE S 02°09'W- 975.02 feet to the most westerly south line of said "First Tract" in the division line between said I. & G.N. RR. CO. and PARKER SURVEYS, set a 5/8" iron rod for the southeast corner of the 13.975 acres herein described;

THENCE N 87°53'15"W, with the most westerly south line of said "First Tract", 699.75 feet to the PLACE OF BEGINNING.

Surveyed in February, 1975.



Signed

  
J.S. Moorer  
Reg. Public Surveyor No. 1572

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MURRAY & MOORER, INC.  
REGISTERED PUBLIC SURVEYORS  
Huntsville, Texas 77340

( Exhibit A )

THE STATE OF TEXAS I  
COUNTY OF WALKER ' X

I, the undersigned J.S. MOORER, Registered Public Surveyor No. 1572, do hereby certify that the following field notes represent a survey made on the ground of the following described tract(s) or parcel(s) of land located in Walker County(ies), Texas.

TRACT NO. 9: 10.975 Acres

Being 10.975 acres of land, more or less, situated in the I. & G.N. RR. CO. SURVEY, Abstract No. 686, Walker County, Texas and being out of and a part of a called 261.247 acre tract described in a deed from the Estate of Rufus W. Akridge to James B. Morris, et al dated January 3, 1972 and recorded in Volume 244, page 354, Deed Records, Walker County, Texas, said 10.975 acres being more definitely described as follows:

BEGINNING at a point in the southeast Right-of-Way line of State farm-to-Market Road No. 980 at the southwest corner of a 60 foot road as shown on a Plat of the RWA Ranch Subdivision- Section One recorded in Volume 174, page 624, Deed Records, Walker County, Texas, an iron rod for corner;

THENCE with the south line of said 60 foot road as follows:

- (1) S 65°43'E- 264.65 feet to an iron rod for corner;
- (2) S 81°47'E- 77.68 feet to an iron rod for corner;
- (3) N 81°29'E- 61.97 feet to an iron rod for corner;

and (4) N 71°10'E- 533.42 feet to a 5/8" iron rod set for the northeast corner of the 10.975 acre tract herein described;

THENCE S 02°09'W- 739.43 feet to the most westerly south line of said 261.247 acre tract in the division line between said I. & G.N. RR. CO. SURVEY and the WILEY PARKER SURVEY, A-37, set a 5/8" iron rod for the southeast corner of the 10.975 acres herein described;

THENCE N 87°53'15"W, with said division line, 632.25 feet to a 5/8" iron rod set for the most southerly southwest corner of the 10.975 acres herein described;

THENCE N 02°09'E- 322.73 feet to a 5/8" iron rod set for corner;

THENCE N 87°53'15"W- 353.05 feet to the southeast Right-of-Way line of said F.M. Road 980, set a 5/8" iron rod for corner;

THENCE N 20°00'E, with the southeast Right-of-Way line of F.M. Road No. 980, 339.11 feet to the PLACE OF BEGINNING.

Surveyed in February, 1975.



Signed J.S. Moorer  
J.S. MOORER  
Reg. Public Surveyor No. 1572

MURRAY & MOORER, INC.  
REGISTERED PUBLIC SURVEYORS  
Huntsville, Texas 77340

( Exhibit A )

THE STATE OF TEXAS     Y  
COUNTY OF WALKER     Y

I, the undersigned J.S. MOORER, Registered Public Surveyor  
No. 1572, do hereby certify that the following field notes represent  
a survey made on the ground of the following described tract(s) or  
parcel(s) of land located in     Walker             County(ies), Texas.

TRACT NO. 10: 3.00 Acres

Being 3.00 acres of land, more or less, situated in the I. & G.N.  
RR. CO. SURVEY, Abstract No. 686, Walker County, Texas and being out  
of and a part of a called 261.247 acre tract described in a deed from  
the Estate of Rufus W. Akridge to James B. Morris, et al dated Jan-  
uary 3, 1972 and recorded in Volume 244, page 354, Deed Records, Wal-  
ker County, Texas, said 3.00 acres being more definitely described  
as follows:

BEGINNING in the southeast Right-of-Way line of State Farm-to-  
Market Road No. 980 at the southwest fence corner of said 261.247  
acre tract, an iron rod for corner at a fence corner post in the  
division line between said I. & G.N. RR. CO. SURVEY and the WILEY  
PARKER SURVEY, A-37, Walker County, Texas;

THENCE N 20°00'E, with the southeast Right-of-Way line of said  
F.M. Road 980, 339.12 feet to a 5/8" iron rod set for the northwest  
corner of the 3.00 acres herein described;

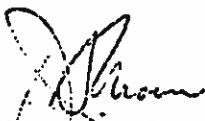
THENCE S 87°53'15"E- 353.05 feet to a 5/8" iron rod set for the  
northeast corner of the 3.00 acres herein described;

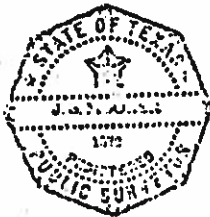
THENCE S 02°09'W- 322.73 feet to the most westerly south line  
of said 261.247 acre tract in the division line between said I. & G.N.  
RR. CO. and PARKER SURVEYS, set a 5/8" iron rod for corner;

THENCE N 87°53'15"W, with said division line, 457.00 feet to  
the PLACE OF BEGINNING.

Surveyed in February, 1975.

Signed

  
\_\_\_\_\_  
J.S. Moorer  
Reg. Public Surveyor No. 1572



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THE STATE OF TEXAS }  
COUNTY OF WALKER }

filed for record in my office on the 14th day of March, 1975 and duly  
recorded by me on the 24th day of March, 1975  
in Vol. 276, Page 580, of the Deed records of  
Walker County, Texas.

J. L. FERGUSON  
County Clerk, Walker County, Texas  
By Eva Cassell, Deputy