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REAL PROPERTY RECORDS

566-01-0466

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RESTRICTIONS
WALDEN ROAD ESTATES
SECTION I

THE STATE OF TEXAS 0
COUNTY OF MONTGOMERY 0

This Declaration, made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarants".

WITNESSETH:

Whereas, Declarants are the owners of that certain property known as WALDEN ROAD ESTATES, SECTION I, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet F, Page 054B incl., of the Map Records of Montgomery County, Texas; and 055A

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

NOW, THEREFORE, Declarants hereby adopt, establish and impose upon WALDEN ROAD ESTATES, SECTION I, and declare 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.

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to the WALDEN ROAD ESTATES, SECTION I, COMMUNITY IMPROVEMENT ASSOCIATION, its successors and assigns, provided for in Article V hereof.

Section 2. "Properties" shall mean and refer to WALDEN ROAD ESTATES, SECTION I, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

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. "Waterfront Lot" shall mean lots fronting on Lake Conroe.

Section 5. "Interior Lot" shall mean a lot other than a Waterfront Lot.

566-01-0467

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 a 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 WALDEN ROAD ESTATES, SECTION I, recorded in Cabinet F, Sheet 054,B inclusive, of the Map Records of Montgomery County, Texas. 055A

Section 8. "Architectural Control Committee" shall mean and refer to the WALDEN ROAD ESTATES Architectural Control Committee provided for in Article IV, hereof.

Section 9. "Builder-Owners" shall be any person who acquires a Lot or Lots for the purpose of engaging in the business of construction of single family residential dwellings for the purpose of resale.

ARTICLE II

Reservations, Exceptions and Dedications

Section 1. The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the 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 Declarants, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2. Declarants reserve the easements and right-of-ways as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of cable television lines, electric lighting, electric power, telegraph and telephone line or lines, gas, sewers or any other utility Declarants see fit to install in, across and/or under the Properties in order to serve only the Owners.

Section 3. Neither Declarants nor any utility company using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the Owner situated on the land covered by said easements.

Section 4. It is expressly agreed and understood that the title conveyed by Declarants to any Lot or parcel of land within the Properties by contract, deed or other conveyance shall be subject to any easement affecting same for drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or

telephone purposes, and shall convey no interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under The Architectural Control Committee or any easement owner, or their agents through, along, or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

ARTICLE III

Use Restrictions

Section 1. Land Use and Building Type. All Lots shall be known and described as Lots for single family residential dwellings only (hereinafter sometimes referred to as "Residential Lots"), and no structure shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single family dwelling, a detached or an attached garage for not less than two (2) cars, and bona fide servant and/or guest quarters. Such detached or attached garage and servant and/or guest quarters shall not exceed the main dwelling in height or number of stories and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises or by guests. As used herein, the term "Residential Purposes" shall be construed to prohibit the use of said Lots for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot within said Subdivision without written permission of the Architectural Control Committee.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structures thereon have been approved by the Architectural Control Committee as to harmony with existing structures with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation, and as to compliance with Walden Road Estates minimum construction standards, as set forth herein or reflected on the recorded plat. Such approval shall not be unreasonably withheld.

Section 3. Dwelling Size. The total living area of the main residential structure of any Waterfront Lot, exclusive of open porches, garages and servant and/or guest quarters, shall not be less than 3,000 square feet. The total living area of the main residential structure of all other lots shall be a minimum of 3,000 square feet exclusive of open porches, garages and servant and/or guest quarters. The total living area of the main residential structure of a one and one-half (1-1/2) or a two (2) story dwelling shall not be less than 3,000 square feet.

Section 4. Type of Construction; Materials and Landscaping.

(a) No residence shall have less than fifty percent masonry construction or its equivalent on its exterior wall area, unless approved in writing by the Architectural Control Committee, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee.

(b) No external roofing material other than built-up tar and gravel or asphalt shingles which are no lighter than 340 pounds per square and which are applied in accordance with the manufacturers specifications and such other roofing material as shall be approved from time to time in writing by The Architectural Control Committee, shall be used on any building in any part of the properties without the written approval of the Architectural Control Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building in any part of the Properties.

(d) Before any landscaping shall be done in the front of any newly constructed dwelling, the landscape layout and plans shall have been first approved by the Architectural Control Committee.

Section 5. Building Location. No building shall be located on any Lot nearer to the Lot line than the minimum building set-back lines shown on the recorded plat. Provided, however, the 10 foot interior building set back lines on lots designated "B and C", shall be waived as to any common owner of any "B and C" lots building a residence thereon. The Architectural Control Committee's decision in this regard shall be final and shall be binding on all parties.

Section 6. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to any neighbor. The display or shooting of firearms, fireworks, or firecrackers is expressly forbidden.

Section 7. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that there may be erected, placed and maintained such facilities in or upon any portions of the Properties as may be necessary or convenient while constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to construction offices, storage area, and portable toilet facilities. No garage, servant and/or guest quarters or other permitted accessory structure shall be erected, placed or maintained on any Lot until construction of main residential dwelling has commenced. Any structure on which construction has commenced must be completed with a reasonable length of time.

Section 8. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted or maintained on any Lot or plot without the express written consent of the Declarants; except for two "for sale" signs of not more than five square feet of sign space each, which may be placed on each lot. The Architectural Control Committee or their agents shall have the right to remove any sign not complying with the above restriction, and, in so doing, shall not be liable and are expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 9. Oil and Mining Operations. No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon nor in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 10. Storage and Disposal of Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 11. Electric Distribution System. The type of electric service supplied to Owners will be alternating current at approximately 60 cycles per second, single phase, three wire, 120/240 volts and metered at 240 volts. It is understood and agreed that only electrical service of the characteristics described above will be furnished by Gulf States Utilities Company in WALDEN ROAD ESTATES, and that such service will be from the electric distribution system to be installed by Gulf States Utilities Company, and Owners agree that only electric service at 120/240 volts, single phase, three wire, will be available for Lots; and the locked rotor current of any motor connected to this service will be limited in accordance with the standard service practices of Gulf States Utilities Company. The utility easement dedicated and shown on the recorded map of WALDEN ROAD ESTATES may be cleared and kept clear by any utility of all trees bushes and other growth, including overhanging branches from trees or protrusions from structures located upon adjacent Property without payment to Owners by such utility for such clearance, cutting or trimming. The provisions of this paragraph shall constitute a covenant running with the land as to each Lot and Owner in this subdivision.

Declarants do hereby require that individual underground electrical service drops be installed to each residence from the setback lines, unless waived in writing by The Architectural Control Committee. The Owners of each residence will therefore comply with Gulf States Utilities Company's policy regarding such underground service installations, and the Owners do hereby agree to pay any charges which might be incurred for the installation of the underground service as set forth in the Company policy. Gulf States Utilities Company's policy is subject to change from time to time without notice. The Owners shall ascertain the location of said service drops and keep the area over the route of said service drops free of excavations and clear of structures, trees and other obstructions, and Gulf States Utilities Company may install, maintain, repair, replace and remove said underground service drops, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Section 12. Walls, Fences, Hedges, Piers, Boathouses, Stables and Bulkheads. No walls or fences shall be erected without approval of The Architectural Control Committee, which approval shall not unreasonably be withheld.

No pier, boathouse, bulkhead, deck, boat lift, ramp or any structure that projects into the water shall be constructed on any Lot without approval of the Architectural Control Committee. The Committee will only consider plans and proposals presented to it in writing and will immediately reject any plans for a "homemade" type deck such as one floating on barrels. Should the Committee grant permission for a floating deck or ramp, the Owner thereof agrees to maintain and keep it in a sightly manner, free of litter, fishing poles, buckets, etc. The above structures are also subject to the approval of the San Jacinto River Authority.

No bulkheading shall be permitted on any Waterfront Lot except by written consent of the Architectural Control Committee and the San Jacinto River Authority. No "homemade" type bulkheading will be allowed. Should permission for the construction of bulkheading be given, the Owner agrees to maintain the bulkheading and to keep it in a sightly manner. Request and permission shall be given in writing.

Stables shall be allowed on the "A" Lots 1 through 13. Stables shall be allowed on Lots 14A, 14B, 15A, and 15B, south of the 26 foot Utility Easement shown on the recorded plat of the subdivision, and not otherwise.

The location, construction materials, size and configuration of walls, fences, hedges, piers, boathouses, stables and bulkheads shall be upon submission to and approval by The Architectural Control Committee of detail plans and specifications.

Section 13. Lot Maintenance. The Owners of all Lots shall at all times keep all weeds and grass cut in an attractive manner. In no event shall any Owner or occupant use any Lot for storage of materials and equipment except for normal residential and related use requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof The Architectural Control Committee or their assigns may, at their option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish, or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof.

Section 14. Motor Vehicles. No unlicensed motor vehicles shall be allowed within the subdivision. No motor bikes, motorcycles, motor scooters or other vehicles of that type shall be permitted in the subdivision if they are a nuisance by reason of noise or manner of use in the sole judgment of the Walden Road Estates Community Improvement Association.

Section 15. 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. In no event shall culvert be less than fifteen inches (15"). The Architectural Control Committee may remove any culvert that obstructs the flow of water through the street ditches. The breaking of curbs for drive installations will be accomplished in a good and workmanship like manner and such break will be recemented without hindrance to drainage and such work is subject to the inspection and approval of the Architectural Control Committee.

Section 16. Pets. No cows, hogs, poultry or livestock of any kind other than house pets of reasonable kind and number may be kept on any Lot. Should such house pets become a nuisance in the opinion of the Declarants, they must be removed from the premises and subdivision. No pets are to run at large. Horses are allowed but limited to one horse per two (2) acres of land.

ARTICLE IV

Architectural Control Committee

Section 1. Approval of Building Plans. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to

topography and finished ground elevation, and as to compliance with maximum construction standards by WALDEN ROAD ESTATES Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative prior to commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with.

Section 2. Committee Membership. The Architectural Control Committee shall consist of five "Owners" and shall be composed of Roy T. Harwell, Philip LeFevre, Julian Williams, Willis M. Marburger, Jr., and one member to be named by a majority of the initial directors, who by majority vote may designate a representative to act for them.

Section 3. Replacement. In the event of death or resignation of any member or members of said committee, the remaining member or members shall appoint, within 30 days, a successor member or members, who must be an "Owner", and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications and plot plans submitted or to designate a representative with like authority. In the event that all of the members of the committee die or resign, their successor shall be elected by the Walden Road Estates Community Improvement Association.

Section 4. The Architectural Control Committee may, from time to time, promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

Section 5. Term. The duties and powers of the Architectural Control Committee and of the designated representative shall cease on and after fifteen (15) years from the date of this instrument. Thereafter, the approval described in this covenant, and all power vested in said Committee by this covenant shall automatically pass to the WALDEN ROAD ESTATES Community Improvement Association.

ARTICLE V

Walden Road Estates

Community Improvement Association

Section 1. Membership. Every person or entity who is an Owner of any of the Properties which are subject to maintenance charge assessment by the Association shall be a member of the Walden Road Estates Community

Improvement Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

Section 2. Voting Rights. The Association shall have one class of membership:

Class A. Class A members shall be all those Owners as defined in Section 1. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Non-Profit Corporation. Walden Road Estates Community Improvement Association is a non-profit corporation, and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 4. By-Laws. The Association may make whatever rules or by-laws it may choose to govern the organization, provided that same are not in conflict with the terms and provisions hereof.

Section 5. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours.

ARTICLE VI

Maintenance Charges

Section 1. WALDEN ROAD ESTATES COMMUNITY IMPROVEMENT ASSOCIATION MAINTENANCE FUND. Each Lot in WALDEN ROAD ESTATES is hereby subjected to an annual maintenance charge and assessment for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the Owner or Owners of each Lot within WALDEN ROAD ESTATES to the Walden Road Estates Community Improvement Association. The maintenance charge is payable annually in advance.

Every person or entity who is an Owner of more than one Lot, shall pay the full assessed rate on each Lot. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision may in the judgment of the Association require; provided that such assessment will be uniform.

The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of WALDEN ROAD ESTATES. The uses and benefits to be provided by said Association shall include by way of clarification and not limitation and at its sole option, any and all of the following: maintaining and

operating both temporary and permanent, right-of-ways, easements esplanades and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, and doing any other thing or things necessary or desirable in the option of the Association to keep the Properties in the subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of the Properties, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

The maintenance charge is payable to the Walden Road Estates Association annually on the 1st day of January of each year in advance. The initial annual maintenance charge shall be \$50.00 per Lot, improved or unimproved. Every person or entity who is an Owner of one or more Lots shall pay the full assessed rate on each Lot. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision may in the judgment of the Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of WALDEN ROAD ESTATES only.

Section 2. To secure the payment of the maintenance funds established hereby and to be levied on individual lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarants shall convey such Lots, the Vendor's Lien for benefit of the Associations' said lien to be enforceable through appropriate proceedings by law by such beneficiary; provided, however, that each lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the foresaid purpose or purposes, the Association shall give the holder of any such note notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Certified Mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof.

Section 3. The above maintenance charges and assessments will remain effective for the full term (and extended term, if applicable) of the within covenants.

ARTICLE VII

Notwithstanding anything herein to the contrary, any pre-existing buildings, structures, or improvements situated on the Owner's property at the time of purchase, may be repaired, remodeled, or restored and utilized for their original intended purposes.

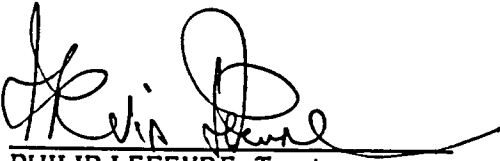
ARTICLE VIII

General Provisions

Section 1. Term. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at the end of the 40 years or any time thereafter an instrument signed by a majority of the then Owners of the Lots has been recorded agreeing to change or terminate said covenants in whole or in part. Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other Lot owner to prosecute the proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants either to prevent him or them from doing so or to recover damages or other dues for such violations. The Declarants reserve the right to enforce these restrictions.

Section 2. Severability. Invalidation of any one of these covenants by judgment or further court order shall in no way affect any of the other provisions.

EXECUTED THIS 2nd day of November, 1988.


PHILIP LEFEVRE, Trustee
Sole Declarant

566-01-0477

THE STATE OF TEXAS 0

COUNTY OF MONTGOMERY 0

This instrument was acknowledged before me on the 2nd day of November, 1988, by PHILIP LEFEVRE, TRUSTEE.

M. Hardy

Notary Public, State of TEXAS,

Notary's Printed Name and
Commission Expiration Date:



FILED FOR RECORD

88 NOV 10 AM 11:15

Roy Harris

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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 hereon by me, and was duly RECORDED
in the official Public Records of Real Property of
Montgomery County, Texas

NOV 10 1988



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

HARWELL REAL ESTATE
ROY T. HARWELL