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DOC #2017049584

**COUNTRY RUN SUBDIVISION
AMENDED AND RESTATED
RESERVATIONS, RESTRICTIONS AND COVENANTS**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

This Amended and Restated Reservations, Restrictions and Covenants for Country Run Subdivision is executed on the date hereinafter set forth by Country Run Property Owner's Association (the "Association").

W I T N E S S E T H:

WHEREAS, Country Run Property Owner's Association is the property owners association (as that term is used and defined in Section 202.001 of the Texas Property Code) for Country Run, an unrecorded subdivision in Montgomery County, Texas, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Subdivision"); and

WHEREAS, the Subdivision is subject to certain covenants, conditions and restrictions as set out in that certain instrument dated December 12, 2014, recorded under Clerk's Document No. 2014-122589, Official Public Records, Montgomery County, Texas (said instruments being collectively referred to as the "Original Declaration"); and

WHEREAS, Section 209.0041 of the Texas Property Code provides that unless the restrictive covenants applicable to a subdivision provides for a lower percentage, restrictive covenants may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to the property owners entitled to vote on the amendment; and

WHEREAS, the Original Declaration provides that it may be amended or modified at any time in any particular manner, or terminated in its entirety, by a vote of fifty-one (51%) percent of the total votes allocated to the property owners in the Association; and

WHEREAS, the property owners entitled to vote having the requisite number of votes in the Association, desire to amend the Original Declaration; and

WHEREAS, at least fifty-one (51%) percent of the total votes allocated to the property owners in the Association, the requisite number of property owners entitled to vote, have approved this Declaration of Amended and Restated Reservations, Restrictions and Covenants for Country Run Subdivision and voted to amend and restate said reservations, restrictions and covenants as herein provided;

NOW THEREFORE, in consideration of the premises and pursuant to the authority of Section 209.0041 of the Texas Property Code, the property owners in the Subdivision, acting by and through the Association adopt, reaffirm and ratify the following amended and restated reservations, restrictions and covenants for Country Run Subdivision and declare that the Subdivision shall be developed, improved, held, used, sold and conveyed in accordance with and subject to the following easements, restrictions, reservations, dedications, covenants, conditions and stipulations, all of which are hereby adopted for and placed upon the Subdivision and which shall run with the properties in the Subdivision and be binding on all parties, now and at any time hereafter, having or claiming any right, title or interest in the Subdivision or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the manner in which any such right, title or interest is or may be acquired, and all of which shall inure to the benefit of each owner of any part of the Subdivision.

ARTICLE I.

GENERAL PROVISIONS

1. Applicability.

(a) Each Contract, Deed, Deed of Trust or other instrument which may be hereafter executed with respect to any property in the Subdivision shall be deemed and held to have been executed, delivered and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any of such provisions are set forth in said Contract, Deed or Deed of Trust and whether or not referred to in any such instrument.

(b) The term "lot" as used herein shall mean a part or parcel of the Subdivision conveyed by the original developer of the Subdivision (the "Developer") to another person or entity other than for street, utility easement, water well, park or recreational purposes and which part or parcel of the Subdivision was subject to these Reservations, Restrictions and Covenants when so conveyed.

2. Designation of Streets.

The Developer previously designated and impressed easements in the portions of the Subdivision described on Exhibit "B" hereto as streets for the Subdivision. All streets which may be created in the Subdivision are for the principal purpose of providing ingress to and egress from the lots which abut them; accordingly, no cars or other vehicles shall be permitted to be parked or to stand nor shall other obstructions of any kind be permitted in such streets and roads. Such streets may be used by owners of lots, their families, guests and invitees and public officials. Such streets may also be used by any public or private utility company for the construction, repair and replacement of utility systems or services. Conveyance of title to any area of the Subdivision in any designated street or easement shall not convey or be construed to convey title to any poles, lines,

wires, pipes or other facilities placed in such streets or easement areas and any such facilities, poles, lines, wires or pipes shall remain the property of the entity placing such property in the area of the street or easement.

At the time each lot in the Subdivision was conveyed by the Developer to the purchaser thereof, an easement or right-of-way for utility purposes and building set-back lines may have been impressed upon a portion of such lot and dedicated in perpetuity, notwithstanding the termination of these Restrictions.

The Association, as successor to Developer and to the extent it owns any streets, may dedicate all streets in the Subdivision to Montgomery County by filing a Dedication of Streets in the Subdivision of record in the appropriate County Records. No joinder of any owner of any lot in the Subdivision shall be necessary to make such dedication effective in accordance with its terms.

Motorcycle operation is specifically prohibited within the boundaries of the Subdivision except upon streets, and then only when operated in a quiet manner with appropriate muffler.

3. **Enforcement.**

In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity to enforce any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person or persons owning property in the Subdivision may have sustained by reason of the violation. The Association or any person owning property in the Subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

4. **Partial Invalidity.**

In the event that any portion of the provisions hereof shall become or be held invalid, whether by reason of abandonment, waiver, estoppel, judicial decision or otherwise, such partial invalidity shall not affect, alter or impair any other provision hereof which was not thereby held invalid; and such other provisions, including Restrictions, Reservations and Covenants shall remain in full force and effect, binding in accordance with their terms.

5. **Effect of Violations on Mortgagees.**

No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the

rights of the Mortgagee under any such Mortgage, holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained, including said Reservations, Restrictions and Covenants.

ARTICLE II.

BUILDINGS, USES, ETC.

1. Basic Rule.

There shall not be built or placed or maintained upon any lot any improvements other than single family residential structures containing within the exterior walls 1,400 square feet of area or more (exclusive of porches, whether open or enclosed) and garages and other out-buildings appurtenant to a single family residential structure. No trailer houses or mobile homes shall be installed upon any lot in the Subdivision. This provision shall not be deemed or construed to exclude modular houses if placed upon permanent slab or permanent pier and beam foundations. The owner of any lot who proposes to install a modular home thereon shall not commence such installation until the Association has approved of the modular home to be installed and the method of construction of its foundation.

The basic rules set forth in the foregoing paragraph shall be applicable to all lots or portions thereof including those lots which are located within 750 feet of the boundary of Lake Conroe (which boundary shall for these purposes be the 201 foot contour line). Such property shall be hereinafter referred to as the water front and water view property. In addition to the basic rules set out above, there shall not be built, placed or maintained upon any lot, including the water front or water view properties, any improvements or structures, nor shall any change be made in the design thereof or any addition made thereto after original construction, until the construction plans and specifications therefor and a plat showing the location of such building or other improvements has been submitted to and approved by the Association. Approval shall be granted or withheld based upon matters of compliance with the provisions of this instrument, quality of materials, and the location and height with respect to topography and finished grade elevation and the protection of view of the lake of other owners (present or prospective) of other lots in the Subdivision.

2. Effect of Inaction.

If any matter requires approval of the Association or the exercise of discretion by the Association in accordance with the terms of these Restrictions, Reservations and Covenants and the Association has not exercised such discretion or rendered any such decision in writing within twenty (20) days after request therefor containing all information necessary to the making of such decision or the exercise of such discretion is delivered to Association, then it shall be deemed that Association has approved the proposal or has exercised discretion in the manner requested.

3. **Size of Building Site.**

No building shall be erected, altered or permitted to remain on any lot or multiple adjacent lots of less area, in total, than 22,500 square feet. A lot may be subdivided by the owner thereof provided that no parcel resulting from such Subdivision is less than 22,500 square feet in size.

4. **Continuity of Construction.**

Once the owner of any lot or building site has commenced the construction of a house or other permanent structure upon any such lot or building site, the owner must diligently proceed to complete such structure in accordance with the plans therefor. The exterior of such house or permanent structure must be completed not later than six (6) months from the date that construction thereon commenced.

5. **Building Lines.**

No building or other structures shall be located permanently or temporarily on any Lot nearer than 15 feet to any boundary of such Lot; provided however, no building or other structures shall be located permanently or temporarily on any water front Lot nearer than 5 feet to any boundary of such water front Lot. For purposes of this Covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of any improvements on any Lot to encroach upon another Lot.

6. **Permitted Uses.**

All lots in the Subdivision may be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No lot in the Subdivision shall be used for any commercial, business or professional purpose nor for church purposes. The renting or leasing of any improvements upon any Lot for single family residential purposes shall not be deemed a commercial business or professional purpose.

7. **Livestock.**

Except as specifically allowed hereby, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept as household pets provided they are not kept, bred or maintained for commercial purposes, and provided they do not constitute a nuisance, are not allowed to run loose, and do not constitute a danger or potential or actual disruption of other lot owners, their families or guests.

8. **Maintenance.**

All lots shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all lots shall keep all weeds and grass thereon cut and shall in no event use any lot for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All clothes lines, yard equipment or storage piles shall be kept screened by a service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring lots, streets or other property.

9. **Ability to Cure.**

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 Association may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to 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 reasonable cost of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

10. **No Signs.**

No sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any lot without the approval of the Association. The Association shall have the right to remove and dispose of any sign, advertisement, billboard or advertising structure prohibited by this provision which is placed on any lot, and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

11. **No Hunting.**

No lot or other portion of the Subdivision shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun or any other firearm.

12. **Driveways.**

Driveways shall be constructed entirely of concrete, asphalt, iron or, shale or another all-weather material approved by the Association.

13. **Ditches.**

No obstruction of any kind shall be permitted in any drainage ditch within the Subdivision; without limiting the generality of the foregoing, no culvert shall be installed or permitted in any drainage ditch unless the size thereof is sufficient to allow drainage of property naturally draining through such ditch.

14. **No Outside Toilets.**

No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. No septic tank or other means of sewage disposal may be installed unless approved by the proper governmental authorities having jurisdiction with respect thereto.

15. **No Drilling.**

No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon any lot, nor shall any oil wells, oil tanks, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas, shall be erected, maintained or permitted on any building site. Water wells may be drilled and maintained.

16. **Camping.**

Recreational vehicles, campers, tents or other temporary camping facilities may be moved upon Lots for temporary camping facilities. Such facilities must remain occupied at all times while located on any Lot and must be removed from the Lot immediately upon cessation of temporary occupancy.

17. **Fences.**

At the time that the owner of any Lot which shares an exterior boundary with the exterior boundaries of the Subdivision (as described on Exhibit "A" hereto) commences construction of a residential structure thereon, the owner of such Lot shall build a fence along the exterior boundary of the Subdivision which fence shall be of the type and construction specified by the Association for all fences upon the exterior boundaries of the Subdivision. Alternatively, the Association may build a fence upon one or more of the exterior boundaries of the Subdivision. The owner of all lots which share exterior boundaries with the exterior boundary of the Subdivision shall maintain any fence built thereon, whether constructed by such lot owner, such owner's predecessor in title or by Association.

ARTICLE III.

PROPERTY OWNERS ASSOCIATION AND DUES

1. Mandatory Membership.

Every person or entity, who is a record Owner of any Lot in the Subdivision is and shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation; those owning only an easement right, or those having only an interest in the mineral estate. No Owner shall have more than one membership. Memberships are appurtenant to and may not be separated from ownership of the Lot. Membership automatically passes with the title to the Lot. Ownership of such Lot is the sole qualification for membership.

2. Maintenance Assessments.

Subject to the provisions contained herein, each Lot within the Subdivision, and the Owner of each Lot, by acceptance of a Deed thereto, whether or not it shall be expressed in the Deed or other evidence of conveyance, is deemed to covenant and agree to pay the Association the following: (a) Annual Assessments or charges; and (b) Special Assessments for capital improvements, such assessments or charges to be fixed, established and collected as hereinafter provided. The owner of multiple Lots within the Subdivision shall pay only one annual and/or special assessment, regardless of the number of Lots owned.

- A. Annual Assessments – The annual assessment shall be \$100.00, and shall be payable to the Country Run Property Owners Association, which assessment is to be used for the maintenance of the Subdivision and enforcement of the restrictions. The annual assessment due date shall be set by the bylaws of the Association; and statements for the annual assessments shall be mailed to Owners no less than thirty (30) days in advance of the due date. Any increase in the annual assessment shall require the affirmative vote of the members who vote at a meeting called for such purpose, or an annual meeting, and at which a quorum is present.
- B. Special Assessments – In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon any common areas within the Subdivision, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the Members who vote at a meeting duly called for this purpose and at which a quorum is present. Special assessments may be collected on an annual, monthly or quarterly basis at the Board's election

These assessments and any other charges levied pursuant to this Declaration, together with late fees to be established by the Board of Directors of the Association, costs of collection, and reasonable attorney's fees, shall be a charge on the land, as applicable, and shall be secured by a continuing lien upon the property against which such assessments or charges are made. Each such assessment or charge, together with such interest, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge falls due, notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them.

ARTICLE IV.

COMMON AREAS

1. **Boat Launch and Park.**

The portion of the Subdivision described on Exhibit "C" attached hereto and made a part hereof for all purposes is hereby designated for the period of these Restrictions as a boat ramp and a park for the use of the owners of Lots in the Subdivision, their bona fide guests and such other persons as may be admitted by written supplement to this instrument executed by the Association. Such portion of the Subdivision shall be used only for the docking and launching of boats, the parking of vehicles and trailers while such boats are being used and as a park for recreational purposes pursuant to such rules as Association may promulgate from time to time. Nothing herein shall be construed to be a dedication of such park and boat launch area to the public.

ARTICLE V.

BINDING COVENANTS AND REMOVAL OF TRACT

1. **Run with Land.**

All of the provisions hereof shall be covenants running with the land thereby affected. The provisions hereof shall be binding upon and inure to the benefit of the owners of the land affected and the Developer and their respective heirs, executors, administrators, successors and assigns.

2. **Removal of Tract from Restrictions.**

In accordance with the provisions of Section 3 of Article V of the Original Declaration, the Developer previously removed the tract described on Exhibit "D" hereto from the restrictions contained in Sections 1 and 6 of Article II of the Original Declaration. In substitution for the said Sections 1 and 6, the Developer imposed upon the said tract described on Exhibit "D" the following provisions, and said provisions are incorporated herein.

- A. Section 1. - Basic Rule. No trailer house or mobile homes shall be installed upon the tract described on Exhibit "D" to this Amendment of Restrictions. This provision shall not be deemed or construed to exclude modular houses if placed upon permanent slab or permanent pier and beam foundations. The owner of any portion of the tract described on Exhibit "D" who proposes to install a modular home thereon shall not commence such installation until the Association has approved of the modular home to be installed and the method of construction of its foundation.
- B. Section 6. - Permitted Uses. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on the property described on Exhibit "D" hereto which may be or become an annoyance or nuisance to the neighborhood. The property described on Exhibit "D" hereto may be used for any commercial, business or professional purposes or for church purposes.

Except as provided in this Article V, section 2 above, all other provisions of this amended and restated Declaration remain effective, applicable to and binding against the real property described on Exhibit "D" hereto.

ARTICLE VI

GENERAL PROVISIONS

1. Term.

The covenants, conditions and restrictions set forth herein shall remain in full force and effect for thirty years from the date hereof, and thereafter shall, as then in force, be extended automatically and without further notice, and without limitation, for successive periods of ten (10) years each, unless modified or terminated in the manner hereinafter set forth.

2. Amendment.

This Declaration may be amended or modified at any time in any particular manner, or terminated in its entirety, by a vote of fifty-one (51%) percent of the total votes allocated to the property owners in the Association.

3. Severability.

Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. **Certificate of Required Approval.**

Attached to this instrument and specifically made a part hereof is a Certificate, signed by the President and Secretary of the Association, certifying that the Owners having the requisite percentage of the total votes allocated to the property owners in the Association have voted in favor of and approved this amendment.

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Reservations, Restrictions and Covenants this 21 day of May, 2017.

**COUNTRY RUN PROPERTY OWNER'S
ASSOCIATION**

Terry Addege
President

ATTEST:

Gwendolyn Iselt
Secretary

CERTIFICATE

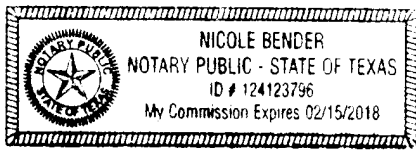
The undersigned President and Secretary, respectively, of COUNTRY RUN PROPERTY OWNER'S ASSOCIATION certify that, as required by Section 209.0041 of the Texas Property Code, the foregoing Amended and Restated Reservations, Restrictions and Covenants for Country Run Subdivision has been approved by at least fifty-one (51%) percent of the total votes allocated to the property owners in the Association, the requisite number of property owners entitled to vote.

Dated: 5/30/2017 Terry E. Schellenger
President

Dated: 5/30/2017 Guendalyn Iselt
Secretary

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

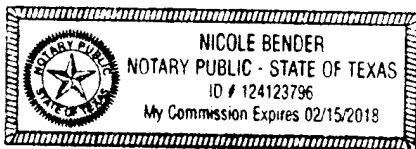
This instrument was acknowledged before me on the 30th day of May, 2017, by Terry E. Schellenger, President of Country Run Property Owner's Association, a Texas nonprofit corporation, on behalf of said corporation.



Nicole Bender
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 30th day of May, 2017, by Guendalyn Iselt, Secretary of Country Run Property Owner's Association, a Texas nonprofit corporation, on behalf of said corporation.



Nicole Bender
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
BRYAN P. FOWLER
The Fowler Law Firm
300 W. Davis, Suite 510
Conroe, Texas 77301

1155-346

All that certain tract or parcel of land being 132.8818 acres of land in the WILLIAM WEIR SURVEY, ABSTRACT 42, and the NEAL MARTIN SURVEY, ABSTRACT 26, Montgomery County, Texas, and being out of and a part of that 73.76 acre tract of land in the WILLIAM WEIR SURVEY, ABSTRACT 42, and those 78.98 acre and 20.34 acre tracts of land in the NEAL MARTIN SURVEY, ABSTRACT 26, described in Deed from E. P. Hoke, et al, to W. R. Malone, dated August 4th, 1933, and recorded in Volume 171, Page 471, Deed Records of Montgomery County, Texas; said tracts of land being further described in Deed dated April 29th, 1959, and recorded in Volume 465, Page 475, Deed Records of Montgomery County, Texas; said 132.8818 acres of land being described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch Iron Pipe at the Southwest Corner of that certain 78.34 acre tract described in Volume 171, Page 471, Deed Records of Montgomery County, Texas, and being in the North Line of that certain 20 acre tract described in Volume 223, Page 161, Deed Records of Montgomery County, Texas;

THENCE North 15 degrees 32 minutes 15 seconds East with the West Line of said 78.34 acre tract, and the East Line of that certain 25 acre tract described in Volume 223, Page 161, Deed Records of Montgomery County, Texas, a distance of 1107.79 feet to a 1 inch Iron Pipe at the Northeast Corner of said 25 acre tract and an inner corner of said 78.34 acre tract and being an inner corner of the herein described tract;

THENCE North 73 degrees 37 minutes 47 seconds West with the North Line of said 25 acre tract and upper South Line of said 78.34 acre tract a distance of 990.37 feet to a 1/2 inch Iron Pipe from which a 40 inch Pin Oak marked X bears North 37 1/2 degrees East 6.2 varas, said Iron Pipe being the most Northern Southwest Corner of the said 78.34 acre tract and the Northwest Corner of said 25 acre tract and being in the East Line of that certain 80.13 acre tract described in Volume 606, Page 631, Deed Records of Montgomery County, Texas;

THENCE North 16 degrees 03 minutes 03 seconds East with the East Line of said 80.13 acre tract and the West Line of said 78.34 acre tract a distance of 928.58 feet to a point for corner from which a 12 inch Elm marked X bears South 15 degrees East 3 varas for the Northwest Corner of said 78.34 acre tract in the South Line of that certain 54.03 acre tract described in Volume 465, Page 475, Deed Records of Montgomery County, Texas;

THENCE North 74 degrees 18 minutes 43 seconds West with the South Line of said 54.03 acre tract a distance of 587.51 feet to a stake on the Shoreline of Lake Conroe at the elevation of 201 feet above sea level;

THENCE in a Northerly direction with said shoreline, the following courses:

North 29 degrees 04 minutes East 152.42 feet;
North 00 degrees 25 minutes East 127.70 feet;
North 26 degrees 31 minutes West 279.93 feet;
North 17 degrees 59 minutes West 178.28 feet;
North 05 degrees 01 minute East 240.45 feet;
North 19 degrees 56 minutes East 139.00 feet;
North 31 degrees 39 minutes East 104.95 feet;
North 69 degrees 14 minutes East 9.50 feet to a stake on the North Line of said 54.03 acre tract and the South Line of the Tony S. Snow Estate for the Northwest Corner of the herein described tract;

THENCE South 74 degrees 43 minutes 46 seconds East with the South Line of the Snow tract and the North Line of said 54.03 acre tract a distance of 2241.13 feet to a corner post in the West Line of a 60 foot wide roadway;

THENCE South 14 degrees 56 minutes 42 seconds West with the West Line of said Roadway, a distance of 1171.55 feet to a corner post;

THENCE South 73 degrees 43 minutes 35 seconds East with the South Line of said Roadway a distance of 824.71 feet to a corner post;

THENCE South 15 degrees 35 minutes 22 seconds West with the West Line of a 60 foot wide roadway that parallels the West Line of the Gulf States Utilities Company tract a distance of 1670.56 feet to an angle point in said roadway;

THENCE in a Westerly direction with the Northerly Line of a graded public roadway of varying widths, the following courses:

South 25 degrees 28 minutes 20 seconds West 106.45 feet;
South 45 degrees 40 minutes 40 seconds West 86.72 feet;
South 67 degrees 04 minutes 20 seconds West 91.21 feet;
South 87 degrees 39 minutes 50 seconds West 139.86 feet;
North 73 degrees 56 minutes 00 seconds West 291.18 feet;
North 81 degrees 40 minutes 40 seconds West 127.40 feet;
South 67 degrees 21 minutes 50 seconds West at 61.20 feet cross the South Line of said 78.34 acre tract and the North Line of that certain 20.34 acre tract described in Volume 171, Page 471, Deed Records of Montgomery County, Texas, continuing in all a distance of 372.23 feet;
South 72 degrees 20 minutes 20 seconds West 155.36 feet to a point for corner in the West Line of said 20.34 acre tract for the Southwest Corner of the herein described tract;

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THENCE North 16 degrees 22 minutes 32 seconds East with the West
Line of said 20.34 acre tract a distance of 281.79 feet to a point
for the Northwest Corner of said 20.34 acre tract in the South
Line of said 78.34 acre tract;

THENCE North 73 degrees 46 minutes 14 seconds West with the South
Line of said 78.34 acre tract a distance of 123.87 feet to the
place of BEGINNING and containing 132.8818 acres of land.

FIELD NOTES
FOR A 60 FOOT ROADWAY EASEMENT

ROAD "A"

Being a 60 foot roadway easement out of the William Wier Survey No. A-42, Montgomery County, Texas, said easement also being out of a 132.88 acre tract of land recorded in volume 465 Page 475 and Volume 171 Page 471 of the Montgomery County Deed Records, said 60 foot easement being described by the following Metes and Bounds:

BEGINNING for reference at an iron stake found at a fence corner post for the most northerly northeast corner of said 132.88 acre tract, and on the westerly line of a 30 foot roadway easement recorded in Volume 625 Page 86 of the Montgomery County Deed Records;

THENCE with the common line of the 132.88 acre tract and the 30 foot roadway easement, S 14 deg. 49' 42" W, a distance of 642.23 feet to a point for the centerline of and Place of Beginning of said 60 foot roadway easement;

THENCE with the centerline of said 60 foot easement the following nine (9) courses:

1. N 70 deg. 51' 23" W, a distance of 682.48 feet to an angle point;
2. N 83 deg. 23' 10" W, a distance of 136.34 feet to an angle point;
3. N 18 deg. 09' 10" E, a distance of 642.23 feet to an angle point;
4. N 75 deg. 10' 40" W, a distance of 911.34 feet to a point of curvature;
5. Along a curve to the left an arc distance of 56.18 feet to a point of tangency, said curve having a radius of 64.66 feet and a chord which bears S 79 deg. 56' W, a distance of 54.43 feet;
6. S 55 deg. 02' 28" W, a distance of 124.08 feet to a point for the centerline intersection of Road "A" and Road "B"; said point being an angle point in Road "A" and a point of curvature and Place of Beginning of Road "B".
7. N 30 deg. 00' 37" W, a distance of 153.59 feet to a point of Curvature;
8. Along a curve to the right an arc distance of 87.00 feet to a point of tangency, said curve having a radius of 137.93 feet and a chord which bears N 11 deg. 56' 27" W, a distance of 85.56 feet;
9. N 06 deg. 07' 43" E, a distance of 247.73 feet to a point for the centerline radius of a 50 foot radius cul-de-sac and terminus of said Road "A".

ROAD "B"

BEGINNING at the centerline intersection of Road "A" and Road "B", said point being a point of curvature of Road "B", and an angle point in Road "A";

THENCE the centerline of said Road "B" (60 foot roadway) the following five (5) courses:

1. Along a curve to the right an arc distance of 87.18 feet to a point of tangency, said curve having a radius of 167.70 feet and a chord which bears S 15 deg. 07' E, a distance of 86.20 feet;
2. S 00 deg. 13' 27" E, a distance of 347.06 feet to a point for an angle point;
3. S 16 deg. 04' E, a distance of 37.61 feet to a point of curvature;
4. Along a curve to the right an arc distance of 54.98 feet to a point of tangency, said curve having a radius of 55.33 feet and a chord which bears S 12 deg. 24' W, a distance of 52.75 feet;
5. S 40 deg. 52' W, a distance of 29.23 feet to a point for the centerline radius point of a 50 foot radius cul-de-sac and terminus of said Road "B".

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The portion of the beforementioned acre tract described below is dedicated to the public for utility lines to serve the property herein described and other property in the 132.88 acre tract from which this property is taken.

A fifteen foot wide public utilities easement is hereby dedicated along said road easement(s) being bounded by a line 30 feet from and parallel to the centerline of said road easement(s) and a line 45 feet from and parallel to the centerline of said road easement(s).

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198 SEP 14 PM 2 06
BY Marie Lushing

VOL 1155 PAGE 349

FIELD NOTES
Park Area

Being a 0.50 acre tract of land out of the William Weir Survey No. A-42, Montgomery County, Texas, said 0.50 acre tract also being out of an 132.88 acre tract of land recorded in Volume 465 Page 475 and Volume 171 Page 471 of the Montgomery County Deed Records, and being described by the following Metes and Bounds:

BEGINNING for reference at an iron stake found at the northwest corner of said 132.88 acre tract, said point being at the 201' contour of Lake Conroe, Thence along the 201' contour of Lake Conroe the following six (6) courses numbered 1 through 6;

1. S 69° 14' W, a distance of 9.50 feet to a point;
2. S 31° 39' W, a distance of 104.95 feet to a point;
3. S 19° 56' W, a distance of 139.00 feet to a point;
4. S 5° 01' W, a distance of 240.45 feet to a point;
5. S 17° 59' E, a distance of 178.28 feet to a point;
6. S 26° 31' E, a distance of 219.93 feet to an iron stake set in the 201' contour of Lake Conroe and Place of Beginning of herein described Park Area;

THENCE N 68° 00' 00" E, a distance of 258.11 feet to an iron stake set in the west line of an 60 foot easement, continue along said bearing a further distance of 32.30 feet, in all a total distance of 290.41 feet to a point in the centerline of said 60 foot road easement for the northeast corner of herein described Park Area;

THENCE S 00° 13' 27" E, a distance of 110.00 feet along the centerline of said road easement to a point for the southeast corner of said Park Area;

THENCE S 77° 48' 30" W, a distance of 30.67 feet to an iron stake set in the west line of said 60 foot road easement, continue along said bearing a further distance of 217.85 feet, in all a total distance of 248.52 feet to an iron stake set in the 201' contour of Lake Conroe;

THENCE N 26° 31' E, a distance of 60.00 feet along the 201' contour of Lake Conroe to the Point of Beginning, containing 0.50 acres more or less.

The portion of the beforementioned 0.50 acre tract described below is dedicated to the public for utility lines to serve the property herein described and other property in the 132.88 acre tract from which this property is taken.

A fifteen foot wide public utilities easement is hereby dedicated along said road easement(s) being bounded by a line 30 feet from and parallel to the centerline of said road easement(s) and a line 45 feet from and parallel to the centerline of said road easement(s).

~~The portion of the beforementioned 5 acre tract described below is dedicated to the public for utility lines to serve the property herein described and other property in the 132.88 acre tract from which this property is taken.~~

~~A fifteen foot wide public utilities easement is hereby dedicated along said road easement(s) being bounded by a line 30 feet from and parallel to the centerline of said road easement(s) and a line 45 feet from and parallel to the centerline of said road easement(s).~~

*Deleted by
J.R. Owen*

EXHIBIT "D"

FIELD NOTES
LOT 58

039-01-1169

Being a 2.00 acre tract of land out of the Neal Martin Survey No. A-26, Montgomery County, Texas, and being a portion of that 132.88 acre tract recorded in Volume 171, Page 471 of the Montgomery County Deed Records and being more particularly described by Metes and Bounds as follows:

BEGINNING at an iron pin set at a fence corner for the most southerly northeast corner of the 132.88 acre tract, said iron pin being in the South line at the south-east terminus of a 30 foot roadway easement conveyed to San Jacinto River Authority by deed recorded in Volume 625, Page 86 of the Montgomery County, Texas Deed Records, and in the West Right-of-Way line of a 60 foot roadway, said iron pin being the northeast corner of herein described Lot 58;

THENCE S 15° 21' 08" W, a distance of 217.55 feet with the common line as fenced of the 132.88 acre tract and the 60 foot roadway to an iron pin set for the southeast corner of herein described Lot 58;

THENCE N 74° 22' 46" W, a distance of 396.96 feet and entering the 132.88 acre tract to an iron pin set for the southwest corner of Lot 58;

THENCE N 15° 37' 21" E, a distance of 221.47 feet to an iron pin set in the South line of said SJRA 30 foot roadway easement and a North line of the 132.88 acre tract as fenced for the northwest corner of herein described Lot 58;

THENCE S 73° 48' 39" E, a distance of 395.95 feet with the common line as fenced of the 132.88 acre tract and the S.J.R.A. 30 foot roadway to the PLACE of BEGINNING, containing 2.00 acres, more or less.

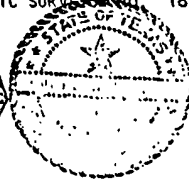
A fifteen foot wide public utilities easement is hereby dedicated along the east line of Lot 58, along the 60 foot roadway, and along the north line of Lot 58 along the SJRA 30 foot road easement and is bounded by the east line and the north line of Lot 58, and a line 15 feet from and parallel to the east line and the north line of Lot 58.

A ten foot wide public utilities easement is hereby dedicated along the west line of Lot 58 being bounded by the west line of Lot 58 and a line 10 feet from and parallel to the west line of Lot 58.

I hereby certify that the above is true and correct to the best of my belief and knowledge, and is based on an actual survey on the ground.

12 June 80
DATE

R. E. Stansberry
R. E. STANSBERRY
REGISTERED PUBLIC SURVEYOR NO. 1879



Les Stiverson

Lot 58

AUSTIN

stansberry engineering

JOB 712-79-2

039-01-1170

FIELD NOTES
LOT 59

Being a 2.01 acre tract of land out of the Neal Martin Survey No. A-26, Montgomery County, Texas, and being a portion of that 132.88 acre tract recorded in Volume 171, Page 471 of the Montgomery County Deed Records, and being more particularly described by Metes and Bounds as follows:

BEGINNING for reference at an iron pin found at a fence corner for the most southerly northeast corner of the 132.88 acre tract, said iron pin being in the South line at the southeast terminus of a 30 foot roadway easement conveyed to San Jacinto River Authority by deed recorded in Volume 625, Page 86 of the Montgomery County, Texas Deed Records, and said iron pin being in the West Right-of-Way line of a 60 foot roadway;

THENCE with the common line as fenced of the 132.88 acre tract and the 60 foot roadway S 15° 21' 08" W, a distance of 217.55 feet to an iron pin set for the northeast corner and PLACE of BEGINNING of herein described Lot 59;

THENCE S 15° 21' 08" W, a distance of 220.00 and continuing with the common line as fenced of the 132.88 acre tract and the 60 foot roadway to an iron pin set for the southeast corner of Lot 59;

THENCE N 74° 22' 47" W, a distance of 398.00 feet to an iron pin set for the southwest corner of herein described Lot 59;

THENCE N 15° 37' 21" E, a distance of 220.00 feet to an Iron pin set for the northwest corner of Lot 59;

THENCE S 74° 22' 47" E, a distance of 396.96 feet to the PLACE of BEGINNING, containing 2.01 acres of land, more or less.

A fifteen foot wide public utilities easement is hereby dedicated along the east line of Lot 59, along the 60 foot roadway, and is bounded by the east line of Lot 59 and a line 15 feet from and parallel to the east line of Lot 59.

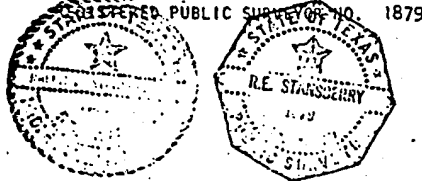
A ten foot wide public utilities easement is hereby dedicated along the west line of Lot 59 being bounded by the west line of Lot 59 and a line 10 feet from and parallel to the west line of Lot 59.

I hereby certify that the above is true and correct to the best of my belief and knowledge, and is based on an actual survey on the ground.

12 June 80
DATE

R. E. Stansberry

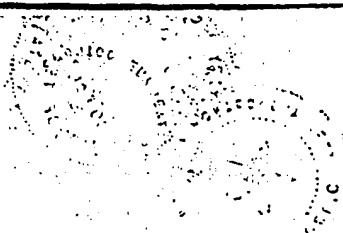
R. E. STANSBERRY



Les Stiverson
AUSTIN

stansberry engineering

Lot 59
JOB #2-79-2



039-01-1171

FIELD NOTES
LOT 60

Being a 2.01 acre tract of land out of the Neal Martin Survey No. A-26, Montgomery County, Texas, and being a portion of that 132.88 acre tract recorded in Volume 171, Page 471 of the Montgomery County Deed Records, and being more particularly described by Metes and Bounds as follows:

BEGINNING for reference at an iron pin found at a fence corner for the most southerly northeast corner of the 132.88 acre tract, said iron pin being in the South line at the southeast terminus of a 30 foot roadway easement conveyed to San Jacinto River Authority by deed recorded in Volume 625, Page 86 of the Montgomery County, Texas Deed Records, and said iron pin being in the West Right-of-Way line of a 60 foot roadway;

THENCE with the common line as fenced of the 132.88 acre tract the the 60 foot roadway S 15° 21' 08" W, a distance of 437.55 feet to an iron pin set for the northeast corner and PLACE OF BEGINNING of herein described Lot 60;

THENCE S 16° 08' 36" W, a distance of 220.00; and continuing with the common line as fenced of the 132.88 acre tract and the 60 foot roadway to an iron pin set for the southeast corner of Lot 60;

THENCE N 74° 22' 47" W, a distance of 396.00 feet to an iron pin set for the southwest corner of herein described Lot 60;

THENCE N 15° 37' 21" E, a distance of 220.00 feet to an iron pin set for the northwest corner of Lot 60;

THENCE S 74° 22' 47" E, a distance of 398.00 feet to the PLACE OF BEGINNING, containing 2.01 acres of land, more or less.

A fifteen foot wide public utilities easement is hereby dedicated along the east line of Lot 60, along the 60 foot roadway, and is bounded by the east line of Lot 60 and a line 15 feet from and parallel to the east line of Lot 60.

A ten foot wide public utilities easement is hereby dedicated along the west line of Lot 60 being bounded by the west line of Lot 60 and a line 10 feet from and parallel to the west line of Lot 60.

I hereby certify that the above is true and correct to the best of my belief and knowledge, and is based on an actual survey on the ground.

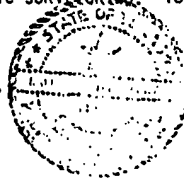
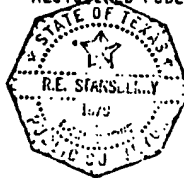
12 June 80
DATE

R. E. Stansberry
R. E. STANSBERRY
REGISTERED PUBLIC SURVEYOR NO. 1879

FILED FOR RECORD

1980 OCT -6 PM 4:08

Roy Harris
CRUISE CLERK
MONTGOMERY COUNTY, TEXAS



Les Stiverson

Lot 60

AUSTIN

stansberry engineering

JOB #2-79-2

039-01-1172

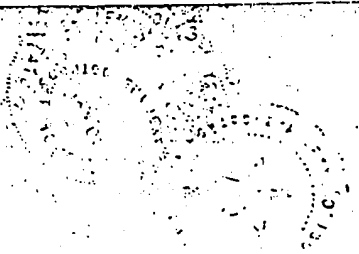
STATE OF TEXAS
COUNTY OF MONTGOMERY }
I hereby certify that this instrument was filed
in the Public Records on the 6th day of the
month of October 1980, and was duly RECORDED,
in the official Public Records of said County of
Montgomery, Texas.

OCT 6 1980



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

8035386



FILED FOR RECORD
06/08/2017 02:24PM




COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

06/08/2017



County Clerk
Montgomery County, Texas