

EXECUTED this the 8<sup>th</sup> day of August, A.D. 1964.

W. Walter Hoover  
W. WALTER HOOVER

Ruth M. Hoover  
RUTH M. HOOVER

NOV 25 1964

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared W. WALTER HOOVER and RUTH M. HOOVER, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said RUTH M. HOOVER, wife of the said W. WALTER HOOVER, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said RUTH M. HOOVER acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8<sup>th</sup> day of August, A.D. 1964.

(Signature)

R. R. BERLEIN  
R. R. BERLEIN  
Notary Public in and for  
Harris County, Texas

Filed for record the 11 day of August, 1964, at 10 o'clock A.M.  
and duly recorded the 11 day of August, 1964, at 10 o'clock A.M.

COUNTY CLERK  
HARRIS COUNTY, TEXAS  
Deputy

WHITE HERON RESORT ESTATES, INC.

TO THE PUBLIC

2311

STATE OF TEXAS  
COUNTY OF CHAMBERS

WHEREAS, White Heron Resort Estates, Inc., hereinafter called "Developer," is the owner of all of the lots, tracts and parcels of land shown upon that certain map or plat of a subdivision designated as White Heron Resort Estates, Inc. Section 24, a subdivision in Chambers County, Texas. Said plat filed for record on the day of August, 1964, in the Office of the County Clerk of Chambers County, Texas, under County Clerk's File No. 2311, reference to which is here made for all purposes;

NOW, THEREFORE, White Heron Resort Estates, Inc. does hereby dedicate said property in accordance with the dedication appearing upon said map and agrees that the land shown to be subdivided into numbered lots according to said map is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations, and restrictions, as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said property in said subdivision, as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by Developer covering the numbered lots set forth on said map, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

And the restrictions hereinafter set forth, except as herein otherwise provided shall be and are hereby imposed upon each numbered lot in said subdivision, as shown by said map and as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Developer, its successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of accepting a contract, deed, or lease covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth.

1. None of said lots or the improvements erected thereon shall be used for anything other than private residential purposes.
2. No tent, lean-to, shack or other temporary structure of any character shall be constructed on any of said lots. No structure, other than a single residence, designed and constructed for use by single family, together with such servant's quarters, garages and other structures as may be suitable and proper for the use and occupancy of said residence as a single family dwelling, shall be constructed on any lot, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any form of multiple

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family dwelling, nor shall any residence or combination of residences on separate lots be advertised for use or used as hotel, tourist cottages or as places of abode for transient persons, nor shall any structure, house trailer or building erected thereon or any part thereof be used as a dwelling pending the completion of the said dwelling house to be constructed thereon.

3. In no event shall any dwelling be erected on any said lots, or the plans approved therefor having a floor area of less than five hundred fifty (550) square feet, exclusive of attached garages or other appendages, on lots which are non-waterfront lots, and six hundred fifty (650) square feet on waterfront lots. All improvements or additions to same shall be substantially and safely constructed, painted, and kept in good repair; and all lots shall be kept in a clean and sanitary condition.
4. No building or other structure shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure, have been approved by an Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade of elevation.

No fence or other structure shall be erected, placed or altered on any lot nearer to the street than the minimum building set-back line unless similarly approved.

The Architectural Control Committee is composed of H. R. Armer, Raymond Vajdak, and H. R. Armer, Jr. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member or members of the Committee, the remaining members or member shall have full authority to designate a successor or successors. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been fully complied with. The residence or building, however, must be constructed in compliance with all of the other restrictive covenants herein stipulated.

5. No horses, cows, sheep, goats, swine or livestock of any kind may be kept on said premises.
6. No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result in raw or untreated sewage being carried into water bodies. No septic tank or other means of sewage disposal may be installed or used unless approved by the proper governmental authorities having jurisdiction with respect thereto. The drainage of septic tanks into road, streets, or road side ditches, either directly or indirectly, is strictly prohibited.
7. No sign or any other advertising may be displayed on property unless approved by the Architectural Control Committee.
8. No building of frame construction on the exterior of any kind or character shall be erected on any of such lots unless same, at the time of construction, shall receive at least two (2) coats of paint, except in case the plans thereof shall provide for staining or other means of coloring the same, and such plans are approved as herein provided.
9. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected, and shall not be placed in the streets or between the roadbed and property lines.
10. All of the restrictions and covenants herein set forth shall continue and be binding upon Developer, its successors or assigns, and upon the purchasers of said lots, for a period of thirty-five (35) years from the date this instrument is filed for record in the Office of the County Clerk of Chambers County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years, provided, however, that the owners of the legal title to seventy-five percent (75%) of the lots as shown by the records of Chambers County, Texas, may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot shown on said plat from any restriction or covenant at the end of the first thirty-five (35) year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of such instruments. These restrictions may be amended as new sections are developed by the Officers of White Heron Resort Estates, Inc.
11. The terms and provisions hereof shall be binding upon Developer, its successors and assigns, and all persons claiming by, through or under it, and all subsequent purchasers or owners of property in said subdivision, each of whom shall be obligated and bound to observe the



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same provided, however, that no such person shall be liable, except in respect to breaches committed during his or their ownership of said property.

- 12. The waiver of any particular restrictions, covenant or condition shall not be construed as and shall not constitute the waiver of any other restriction, covenant or condition.
- 13. Each lot owner in White Heron Resort Estates, Inc. shall be subject to a monthly maintenance charge of \$2.00 for fogging and keeping ditches clean, and any lighting and other general maintenance including any park area maintenance that Developer may deem necessary. This maintenance charge shall be secured by a vendor's lien and is to be paid monthly, in advance, on the first day of each month, and said amount shall be paid to the Developer, its successors or assigns. Such monthly maintenance charges may be adjusted, altered or waived from year to year as the maintenance needs of all sections of White Heron Resort Estates, Inc. Addition may require. Such maintenance charge on each lot shall begin and accrue only against those lots which may hereafter be sold, conveyed or leased by Developer for use, and shall not accrue against those lots remaining in the name of Developer. Developer shall have the right to discontinue and abandon such annual charges by filing a written instrument with the County Clerk of Chambers County, Texas, evidencing such intention.
- 14. No unsightly storage that is visible from the street shall be permitted on any lot.
- 15. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot.
- 16. This instrument of dedication and the restrictions and covenants therein contained relate to and affect the numbered lots designated on said subdivision map.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and in order to prevent it or them from so doing or to recover damages or other dues for such violation.

The undersigned, W. M. Edmonds and Leroy Edmonds, the legal owners and holders of record indebtedness against the above described property, here now by the execution of this instrument, subordinate such indebtedness to the restrictions above set out, and give consent to the restricting of such property in the manner aforesaid.

Harry R. Edmonds  
White Heron Resort Estates, Inc. Developer

W. M. Edmonds  
W. M. Edmonds Lien Holder

Leroy Edmonds  
Leroy Edmonds Lien Holder

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned, a Notary Public in and for Harris County, Texas, on this day personally appeared Harry R. Edmonds, President of White Heron Resort Estates, Inc., W. M. Edmonds, and Leroy Edmonds, Lien Holders, known to me to be the persons whose

names are subscribed to the foregoing instrument, and acknowledged to me that they such executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day of \_\_\_\_\_, 1967.



\_\_\_\_\_  
Notary Public in and for Harris County, Texas

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WARRANT DEED

WARRANT DEED

The State of Texas,  
COUNTY OF CHAMBERS

2012  
Know All Men by These Presents:

THAT WHITE HERON RESORT ESTATES, INC., a Texas Corporation,

of the County of Harris, State of Texas for and in consideration  
of the sum of TEN AND NO/100 (\$10.00) -----

----- DOLLARS  
and other good and valuable consideration,  
to it in hand paid by Lois Louise Johnston, a feme sole, the receipt and sufficiency  
of which is hereby acknowledged,

as follows:

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

Lois Louise Johnston, a feme sole,  
of the County of Harris State of Texas all that certain  
property described as follows; to-wit:

Lot Eight (8), in Block Two (2), of WHITE  
HERON RESORT ESTATES, INC., SECTION ONE (1),  
in Chambers County, Texas, according to the  
original plat thereof recorded in volume 3  
Page 7 of the plat records of Chambers  
County, Texas

This conveyance is made and accepted, subject to any and all restrictions,  
easements, mineral reservations, and exceptions, mineral leases, and right-of-way of  
record in the County Clerk's office in Chambers County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights  
and appurtenances thereto in anywise belonging unto the said Lois Louise Johnston, a feme sole,  
her heirs and assigns forever and it do hereby bind itself, its  
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises  
unto the said Lois Louise Johnston, a feme sole, her

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any  
part thereof.

WITNESS our hands at Houston, Texas,  
this 5th day of July 1964

Witness the Hand of Grantor:

WHITE HERON RESORT ESTATES, INC.

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
President