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260-01-1521
RESTRICTIONS
WALNUT GROVE

REAL PROPERTY RECORDS

THE STATE OF TEXAS X
COUNTY OF MONTGOMERY X
X KNOW ALL MEN BY THESE PRESENTS, THAT:

ANCHOR FINANCIAL CORPORATION (HEREINAFTER REFERED TO AS "AFC"), A TEXAS CORPORATION, OWNERS OF THE LANDS AND PREMISES HEREINAFTER DESCRIBED, FOR THE PURPOSES OF EVIDENCING AND SETTING FORTH A SUBSTANTIALLY UNIFORM PLAN OF DEVELOPMENT WHICH THEY HAVE ADOPTED FOR SUCH LANDS AND PREMISES, DO HEREBY COVENANT AND PROVIDE THAT AFC, A TEXAS CORPORATION, AS WELL AS THEIR SUCCESSORS AND ASSIGNS, AND ALL PARTIES HOLDING TITLE BY, THROUGH AND UNDER THEM SHALL HEREAFTER HAVE AND HOLD TITLE TO THE FOLLOWING-DESCRIBED LANDS AND PREMISES, TO-WIT:

WALNUT GROVE-SECTION 1 RECORDED IN CABINET D, SHEET 176 OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS.

SUBJECT TO THE FOLLOWING RESTRICTIONS, RESERVATIONS AND COVENANTS, WHICH ARE HEREBY IMPOSED UPON SAID PROPERTIES AS COVENANTS RUNNING WITH THE LAND, AND WHICH AFC AGREES SHALL BE BINDING UPON AND SHALL BE OBSERVED BY THEM, THEIR SUCCESSORS AND ASSIGNS, AND SHALL RUN IN FAVOR OF AND BE ENFORCEABLE BY ANY PERSON WHO SHALL HEREAFTER OWN ANY OF SAID LOTS ABOVE-DESCRIBED.

PART A - RESIDENTIAL COVENANTS
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NO PLATTED LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES AND NO BUILDING SHALL BE ERECTED, ALTERED, PLACED, OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING OF ONE, ONE AND ONE-HALF AND TWO STORIES IN HEIGHT AND A PRIVATE GARAGE FOR NOT LESS THAN TWO CARS NOR MORE THAN FOUR CARS.

NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS AND A PLAT SHOWING THE LOCATION OF THE STRUCTURE HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO QUALITY OF WORKMANSHIP AND MATERIAL, HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES, AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISH GRADE ELEVATIONS.

ALL BUILDINGS SHALL CONTAIN A MINIMUM OF 2000 SQUARE FEET OF LIVING AREA EXCLUSIVE OF PORCHES, PATIOS, AND GARAGES.

THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE-STORY OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN 2000 SQUARE FEET FOR ONE-STORY DWELLINGS, NOR LESS THAN 1000 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY.

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THE EXTERIOR OF EACH RESIDENCE SHALL NOT BE LESS THAN 50% BRICK, STONE, OR ROCK EXCLUDING WINDOWS, DOORS AND OUTSIDE WALLS ABOVE EIGHT FEET (8') FROM THE SLAB HEIGHT. ALL OTHER EXTERIOR SURFACES MUST BE PAINTED OR STAINED WITH TWO COATS OF PAINT OR OTHER SEALANT.

ALL OUTBUILDINGS MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL CONFORM TO THE ARCHITECTURE OF THE HOUSE THAT IT SUPPORTS AND THAT OF THE SUBDIVISION.

ANY FENCE TO BE ERECTED FORWARD OF THE 75 FOOT FRONT BUILDING SET BACK LINE MUST FIRST BE SUBMITTED, TO THE ARCHITECTURAL CONTROL COMMITTEE FOR WRITTEN APPROVAL PRIOR TO THE ERECTION OF THE FENCE. THE FENCE MUST BE UNIFORM IN NATURE TO OTHER FENCES THAT ARE ALREADY ERECTED ON ADJACENT LOTS OR ACROSS THE STREET WHEN THE FENCE IS SUBMITTED TO THE COMMITTEE. NO CHAIN LINK FENCES WILL BE PERMITTED FORWARD OF THE 75 FOOT FRONT BUILDING SET BACK LINE.

THE ERECTION OF THE EXTERIOR PORTION OF ANY RESIDENCE SHALL BE COMPLETED WITHIN 12 MONTHS FROM THE DATE THAT THE SLAB IS POURED FOR SAID RESIDENCE.

ANY REMODELLING OR ON-SITE IMPROVEMENTS SHALL BE COMPLETED WITHIN 12 MONTHS FROM THE DATE THAT CONSTRUCTION BEGINS. THIS WOULD INCLUDE BUT NOT BE LIMITED TO SWIMMING POOLS, ROOM ADDITIONS, AND GARAGES.

NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN 75' FROM THE FRONT LOT LINE OR NEARER THAN 25' FROM THE SIDE LOT LINE AS SHOWN ON THE RECORDED PLAT. IF TWO OR MORE LOTS, OR FRACTIONS THEREOF, ARE CONSOLIDATED INTO ONE BUILDING SITE IN CONFORMITY WITH THE PROVISIONS BELOW, THESE BUILDING SET-BACK PROVISIONS SHALL BE APPLIED TO SUCH RESULTANT BUILDING SITE AS IF IT WERE ONE ORIGINAL PLATTED LOT.

NONE OF SAID LOTS SHALL BE RESUBDIVIDED IN ANY FASHION EXCEPT AS HEREINAFTER PROVIDED.

ANY PERSONS OWNING TWO OR MORE ADJOINING LOTS MAY SUBDIVIDE OR CONSOLIDATE SUCH LOTS INTO BUILDING SITES, WITH THE PRIVILEGE OF PLACING OR CONSTRUCTING IMPROVEMENTS AS PERMITTED ABOVE, ON EACH SUCH RESULTING BUILDING SITE, PROVIDED THAT SUCH SUBDIVISION OR CONSOLIDATION DOES NOT RESULT IN MORE BUILDING SITES THAN THE NUMBER OF ORIGINALLY PLATTED LOTS INVOLVED IN SUCH SUBDIVISION OR CONSOLIDATION.

NO LOT SHALL BE RESUBDIVIDED INTO NOR SHALL ANY DWELLING BE ERECTED OR PLACED ON ANY LOT, OR BUILDING SITE, HAVING AN AREA OF LESS THAN ONE (1) ACRE OR A WIDTH OF LESS THAN 150 FEET AT THE FRONT LOT LINE.

ALL IMPROVEMENTS IN WALNUT GROVE SHALL BE CONSTRUCTED ON A RESIDENTIAL LOT SO AS TO FRONT THE STREET UPON WHICH SUCH LOT FACES. THE ARCHITECTURAL CONTROL COMMITTEE IS GRANTED THE RIGHT

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TO DESIGNATE THE DIRECTION IN WHICH THE IMPROVEMENT IN WALNUT GROVE ON ANY CORNER RESIDENTIAL LOT SHALL FACE, AND SUCH DECISION SHALL BE MADE WITH THE THOUGHT IN MIND OF THE BEST GENERAL APPEARANCE OF THAT IMMEDIATE SECTION.

EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT AND AS MAY BE GRANTED BY AFC BY INSTRUMENT THAT ARE REQUIRED FOR THE INSTALLATION OF ADDITIONAL UTILITIES OR SERVICES TO THE SUBDIVISION. AFC RESERVES THE RIGHT TO GRANT SUCH EASEMENTS BY SPECIAL INSTRUMENT WHEN REQUIRED WITHOUT APPROVAL OF LOT OWNERS UNTIL SUCH A TIME THAT 75% OF THE PLATTED LOTS ARE SOLD, ANY EASEMENTS REQUIRED AFTER THAT TIME WILL BE GRANTED BY THE WALNUT GROVE COUNCIL ACCORDING TO THEIR BY-LAWS THAT ARE TO BE DRAFTED BY THEM AS STATED HEREIN. NEITHER AFC NOR ANY UTILITY COMPANY USING THE EASEMENTS HEREIN REFERRED TO SHALL BE LIABLE FOR ANY DAMAGE DONE BY THEM OR THEIR ASSIGNS, THEIR AGENTS, EMPLOYEES OR SERVANTS, TO SHRUBBERY, TREES OR FLOWERS OR OTHER PROPERTY OF THE OWNERS SITUATED ON THE LAND COVERED BY SAID EASEMENTS.

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

THE MAINTENANCE OF LOTS ARE THE RESPONSIBILITY OF THE LOT OWNER REGARDLESS OF WHETHER SAID OWNER HAS BUILT A RESIDENCE ON THE LOT OR NOT. IN THE EVENT THAT A LOT IS NOT MAINTAINED PROPERLY BY ITS OWNER AND AFTER THE WALNUT GROVE COUNCIL HAS GIVEN 10 DAYS WRITTEN NOTICE BY REGULAR MAIL, THEN THE WALNUT GROVE COUNCIL SHALL HAVE THE RIGHT TO EMPLOY INDIVIDUALS OR AGENCIES TO DO SAID NEEDED MAINTENANCE AND THE WALNUT GROVE COUNCIL SHALL HAVE THE RIGHT TO FILE A LEIN AGAINST SAID LOT IN AN AMOUNT EQUAL TO THE COST OF SAID MAINTENANCE.

NO STRUCTURE OF A TEMPORARY NATURE, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. NO TRAILER, BOAT, OR ANY OTHER VEHICLE SHALL BE STORED ON ANY LOT WHERE IT IS VISIBLE FROM THE ROAD.

NO GARAGE APARTMENT FOR RENTAL PURPOSES SHALL BE PERMITTED ON ANY RESIDENTIAL LOT. LIVING QUARTERS OTHER THAN IN THE MAIN BUILDING ON ANY RESIDENTIAL LOT MAY BE USED FOR BONA FIDE SERVANTS, BY MEMBERS OF THE LOT OWNER'S IMMEDIATE FAMILY OR BY THOSE THAT A LOT OWNER IS LEGALLY RESPONSIBLE FOR, BUT MAY NOT BE USED FOR RENTAL PURPOSES.

AN ELECTRIC DISTRIBUTION SYSTEM WILL BE INSTALLED IN WALNUT GROVE ESTATES WHICH SERVICE AREA EMBRACES ALL LOTS WHICH ARE PLATTED IN WALNUT GROVE AT THE EXECUTION OF THE AGREEMENT FOR ELECTRIC SERVICE BETWEEN THE ELECTRIC COMPANY AND DEVELOPER. THE OWNER OF EACH LOT IN THE RESIDENTIAL SUBDIVISION SHALL, AT HIS OWN COST, FURNISH, INSTALL, OWN AND MAINTAIN (ALL IN ACCORDANCE WITH THE REQUIREMENTS OF LOCAL GOVERNING AUTHORITIES AND THE NATIONAL ELECTRICAL CODE) THE SERVICE CABLE AND APPURTENANCES

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FROM THE POINT OF THE ELECTRIC COMPANY'S METERING ON CUSTOMER'S STRUCTURE TO THE POINT OF ATTACHMENT AT SUCH COMPANY'S INSTALLED TRANSFORMERS OR ENERGIZED SECONDARY JUNCTION BOXES, SUCH POINT OF ATTACHMENT TO BE MADE AVAILABLE BY THE ELECTRIC COMPANY AT A POINT DESIGNATED BY SUCH COMPANY AT THE PROPERTY LINE OF EACH LOT. THE ELECTRIC COMPANY FURNISHING SERVICE SHALL MAKE THE NECESSARY CONNECTIONS AT SAID POINT OF ATTACHMENT AND AT THE METER. IN ADDITION, THE OWNER OF EACH LOT SHALL, AT HIS OWN COST, FURNISH, INSTALL, OWN AND MAINTAIN A METER LOOP (IN ACCORDANCE WITH THE THEN CURRENT STANDARDS AND SPECIFICATIONS OF THE ELECTRIC COMPANY FURNISHING SERVICE) AT AND FOR THE LOCATION AND SUCH OWNER'S LOT. FOR SO LONG AS SERVICE IS MAINTAINED IN THE RESIDENTIAL SUBDIVISION THE ELECTRIC SERVICE TO EACH LOT THEREIN SHALL BE UNIFORM IN CHARACTER AND EXCLUSIVELY OF THE TYPE KNOWN AS SINGLE PHASE, 120/240 VOLT, THREE WIRE, 60 CYCLE, ALTERNATING CURRENT.

NO PRIVY, CESSPOOL OR OUTDOOR TOILETS SHALL BE PLACED OR MAINTAINED ON ANY PART OF THE PROPERTY IN WALNUT GROVE AND ALL INDOOR TOILETS AND BATHS SHALL BE INSTALLED WITH AND CONNECTED TO A SEWAGE DISPOSAL SYSTEM WHICH MUST FIRST BE APPROVED BY ALL STATE, COUNTY, OR CITY HEALTH AUTHORITIES HAVING JURISDICTION OVER SUCH MATTERS BEFORE CONSTRUCTION COMMENCES. THE DRAINAGE OF SEWAGE INTO ROADS, STREETS, AND ALLEYS, DITCHES, RAVINES, OR UPON THE OPEN GROUND SHALL BE PROHIBITED AND SUCH PROHIBITIONS SHALL BE ENFORCEABLE AS ANY OTHER VIOLATION OF THESE RESTRICTIONS BY ANY RESIDENT IN THE DEVELOPMENT OR BY PUBLIC BODY. UPON COMPLETION OF A WATER SYSTEM, EACH HOME CONSTRUCTED SHALL BE REQUIRED TO CONNECT TO SAID SYSTEM EXCEPT FOR THOSE HOMES THAT ARE COMPLETED AND OCCUPIED AT THE TIME SAID SYSTEM IS MADE AVAILABLE.

THE PURCHASER OF A LOT IN SAID DEVELOPMENT SHALL, UPON CONSTRUCTING ANY RESIDENCE UPON HIS LOT, OR ANY PERSON MAKING USE OF HIS LOT, PLACE A CULVERT OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER AT A POINT BETWEEN THE ROADWAY AND HIS PROPERTY AND SHALL FILL IN SUFFICIENT DIRT OVER AND ROUND SAME TO CONSTRUCT A DRIVEWAY TO THE PREMISES. THE INSIDE BOTTOM OF SAID CULVERT MUST BE EVEN WITH OR BELOW THE LEVEL OF THE DITCH. THE MINIMUM SIZE OF THE CULVERT SHALL BE 18 INCHES IN DIAMETER WITH NOT LESS THAN A 1.7 SQUARE FOOT WATERWAY OPENING.

NO ROAD, STREET OR OTHER VEHICULAR PASSAGEWAY SHALL BE PERMITTED OR OPENED THROUGH ANY LOT IN THIS DEVELOPMENT TO ADJOINING PROPERTY EXCEPT AS MAY BE DEEMED REASONABLY NECESSARY BY AFC FOR THE GOOD DEVELOPMENT OF THIS SUBDIVISION. AFTER AFC HAS SOLD 90% OF THE ORIGINALLY PLATTED LOTS, SAID APPROVAL FOR ANYONE OTHER THAN AFC, WOULD REQUIRE 2/3 OF THE THEN LOT OWNERS TO GRANT THEIR APPROVAL IN WRITING.

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

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NO RADIO OR TELEVISION AERIAL WIRES OR ANTENNAE SHALL BE MAINTAINED ON ANY PORTION OF ANY RESIDENTIAL LOT FORWARD OF THE 75 FOOT FRONT BUILDING LINE OF SAID LOT.

NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS, BE PERMITTED UPON OR IN ANY LOT WITHOUT PRIOR WRITTEN APPROVAL OF AFC. NO DERRICKS OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT WITHOUT PRIOR WRITTEN APPROVAL OF AFC. A MINERAL LEASE EXISTS AS OF THE DATE THAT AFC PURCHASED THE SUBJECT PROPERTY AND OF COURSE IS EXCEPTED FROM THIS RESTRICTION FOR AS LONG AS IT MAINTAINS A CURRENT STATUS REGARDING THAT LEASE.

NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION. NO JUNK OR WRECKED AUTOMOBILES SHALL BE PERMITTED TO REMAIN ON ANY LOT. ALL MATERIALS, EQUIPMENT, OR ITEMS OF ANY KIND THAT ARE TO BE STORED OUTSIDE OF ONE'S RESIDENCE OR GARAGE, SHALL NOT BE PLACED ON ANY LOT SO AS TO BE VISABLE FROM THE STREET, EXCEPT FOR THE STORAGE OF BUILDING MATERIALS ON A LOT FOR THE USE IN CONSTRUCTING A RESIDENCE OR IMPROVEMENTS THERETO. IN ANY EVENT, SAID ITEMS SHALL BE STORED IN A NEAT AND ORDERLY MANNER.

NO TIMBER OR IRON ORE SHALL BE CUT, SOLD OR REMOVED FROM THOSE RESIDENTIAL LOTS ON WHICH AFC HAS A PURCHASE MONEY LIEN; HOWEVER, THIS RESTRICTION DOES NOT PROHIBIT PURCHASERS OF LOTS IN THIS DEVELOPMENT FROM SELECTIVELY CLEARING SAME, NOR DOES IT PROHIBIT THE CLEARING OF TIMBER FROM A PROPOSED BUILDING SITE SITUATED UPON SAID LOT.

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY LOT FOR COMMERCIAL PURPOSES. WITH REFERENCE TO CATTLE, HORSES, OR ANIMALS OF LIKE SIZE, THERE WILL BE NO MORE THAN TWO PER ACRE ON ANY LOT. LOT OWNERS WILL BE HELD RESPONSIBLE FOR HOUSEHOLD PETS NOT CONFINED TO THEIR OWN LOTS. NO ANIMAL WILL BE KEPT ON ANY LOT THAT CAUSES A NUISANCE OF ANY KIND TO THE NEIGHBORHOOD. DETERMINATION OF A NUISANCE WILL BE MADE BY AND AT THE DISCRETION OF THE WALNUT GROVE COUNCIL.

THE ROOF OF ANY BUILDING SHALL BE CONSTRUCTED OR COVERED WITH ASPHALT OR COMPOSITION SHINGLES COMPARABLE IN QUALITY, WEIGHT, AND COLOR TO WOOD SHINGLES, THE DECISION ON SUCH COMPARISON TO REST EXCLUSIVELY WITH THE ARCHITECTURAL CONTROL COMMITTEE. OTHER ROOF MATERIALS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL ON AN INDIVIDUAL BASIS FOR APPROVAL.

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DEVIATIONS TO THE RESTRICTIONS LISTED ABOVE UNDER "PART A" (RESIDENTIAL COVENANTS) MAY BE GRANTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE TO THOSE WHO SPECIFICALLY REQUEST IN WRITING SAID DEVIATION. SAID APPROVAL OR DISAPPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE ON AN INDIVIDUAL BASIS, SHALL BE FINAL, BUT SHALL HAVE NO BEARING WHATSOEVER ON ANY FUTURE REQUEST FOR DEVIATIONS BY OTHERS. THIS APPROVAL OR DISAPPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF SAID DEVIATION REQUESTS SHALL NOT IN ANY WAY CHANGE OR AFFECT THE DEED RESTRICTIONS AS PRESENTED HEREIN.

PART B - ARCHITECTURAL COMMITTEE

NO BUILDING SHALL BE ERECTED, PLACED OR ALTERED ON ANY OF SAID LOTS UNTIL THE BUILDING PLANS, SPECIFICATIONS AND PLOT PLAN SHOWING THE LOCATION OF SUCH BUILDINGS HAVE BEEN APPROVED IN WRITING AS TO CONFORMITY AND HARMONY OF EXTERNAL DESIGN WITH EXISTING STRUCTURES IN THE SUBDIVISION, AND AS TO LOCATION WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION, BY A MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE COMPOSED OF GARY W. GOFF, BILLY G. GOFF, AND JOHN FERDIG, OR A REPRESENTATIVE DESIGNATED BY A MAJORITY OF THE MEMBERS OF SAID COMMITTEE. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF SAID COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPOINT A SUCCESSOR MEMBER OR MEMBERS WHO SHALL THEREUPON SUCCEED TO THE POWERS AND AUTHORITIES OF THE MEMBER SO REPLACED. IN THE EVENT SAID COMMITTEE, OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN THIRTY DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE ERECTION OF SUCH BUILDING OR THE MAKING OF SUCH ALTERATIONS HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL WILL NOT BE REQUIRED AND THIS COVENANT WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NEITHER THE MEMBERS OF SUCH COMMITTEE NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. ALL DECISIONS OF SUCH COMMITTEE SHALL BE FINAL AND BINDING AND THERE SHALL BE NO REVISIONS OF ANY ACTION OF SUCH COMMITTEE EXCEPT BY PROCEDURE FOR THE INJUNCTIVE RELIEF WHEN SUCH ACTION IS PATENTLY ARBITRARY AND CAPRICIOUS. MEMBERS OF SAID COMMITTEE SHALL NOT BE LIABLE TO ANY PERSONS SUBJECT TO OR POSSESSING OR CLAIMING THE BENEFITS OF THESE RESTRICTIVE COVENANTS FOR ANY DAMAGE OR INJURY TO PROPERTY OR FOR ANY OTHER LOSS ARISING OUT OF THEIR ACTS HEREUNDER; IT BEING UNDERSTOOD AN AGGRIEVED PARTY'S REMEDIES SHALL BE RESTRICTED TO INJUNCTIVE RELIEF AND NO OTHER. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT TO INSPECT ANY RESIDENCE OR ON SITE IMPROVEMENT DURING REASONABLE HOURS WHILE BEING CONSTRUCTED IN ORDER TO CONFIRM ADHERANCE TO THE DEED RESTRICTIONS.

PART C - THE WALNUT GROVE COUNCIL

ALL LOTS IN SAID SUBDIVISION ARE HEREBY SUBJECTED TO AN ANNUAL MAINTENANCE CHARGE FOR A PERIOD OF FORTY (40) YEARS FROM

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THE DATE OF THE FILING OF THE PLAT OF WALNUT GROVE SUBDIVISION FOR THE PURPOSE OF CREATING A FUND TO BE KNOWN AS THE "MAINTENANCE FUND" TO BE PAID BY THE OWNERS OF EACH AND ALL OF THE LOTS, OR PERMITTED BUILDING SITES, IN SAID SUBDIVISION AS HEREINAFTER PROVIDED.

FOR THE PURPOSE OF DETERMINING THE AMOUNT AND ACCRUAL DATE OF SAID MAINTENANCE CHARGE AGAINST EACH OF THE VARIOUS LOTS OR BUILDING SITES IN THE SUBDIVISION, THE FOLLOWING PROVISIONS SHALL APPLY:

SAID LOT SHALL BE DIVIDED INTO TWO CLASSES, NAMELY "CLASS A" LOTS AND "CLASS B" LOTS. "CLASS A" LOTS SHALL BE THOSE LOTS ON WHICH A PERMANENT HOME HAS BEEN CONSTRUCTED AND OCCUPIED BY THE RESIDENT PURCHASER THEREOF. "CLASS B" LOTS SHALL BE ALL OTHER LOTS IN THE SUBDIVISION.

THE MAINTENANCE CHARGE ON "CLASS B" LOTS SHALL BE \$24.00 PER YEAR AND SHALL BEGIN TO ACCRUE ON EACH SUCH LOT FROM THE DATE THAT THE LOT OWNER PURCHASES HIS LOT FROM THE ORIGINAL DEVELOPER BEING AFC. THE INITIAL CHARGE FOR A "CLASS B" LOT SHALL BE FOR THE REMAINDER OF THE YEAR IN WHICH SAID LOT IS PURCHASED FROM AFC. THE INITIAL CHARGE SHALL BE CALCULATED AT \$2.00 PER MONTH FOR EACH MONTH REMAINING IN THAT YEAR INCLUDING THE MONTH IN WHICH THE LOT CLOSED. THE MAINTENANCE CHARGE THEREAFTER SHALL ACCRUE AND BE DUE AND PAYABLE ON THE FIRST DAY OF JANUARY OF EACH SUCCEEDING YEAR.

THE MAINTENANCE CHARGE ON "CLASS A" LOTS SHALL BE \$120.00 PER YEAR. THE INITIAL CHARGE SHALL ACCRUE AND BECOME DUE AND PAYABLE FOR EACH LOT ON THE DAY SUCH LOT CONVERTS FROM A "CLASS B" LOT TO A "CLASS A" LOT BY REASON OF THE OWNER'S PURCHASE OR OCCUPANCY OF THE RESIDENCE THEREON. THE DETERMINATION OF THE AMOUNT OF SUCH INITIAL CHARGE, WHICH SHALL INCLUDE THE REMAINDER OF THE YEAR WHICH SUCH CLASS CONVERSION OF SAID LOT OCCURS, SHALL BE MADE BY THE WALNUT GROVE COUNCIL ON, OR AS OF, SAID CONVERSION DATE AND SHALL BE IMMEDIATELY DUE AND PAYABLE. THE MAINTENANCE CHARGE THEREAFTER ON EACH "CLASS A" LOT SHALL ACCRUE AND BE DUE AND PAYABLE ON THE FIRST DAY OF JANUARY OF EACH SUCCEEDING YEAR.

THE MAINTENANCE CHARGES LEVIED BY THE WALNUT GROVE COUNCIL SHALL BE PAID TO THE WALNUT GROVE COUNCIL AND SHALL BE HELD BY IT IN TRUST AND USED FOR THE BENEFIT OF ALL OWNERS IN WALNUT GROVE ESTATES AND SUCH SUM MAY BE EXPENDED BY THE WALNUT GROVE COUNCIL FOR ANY PURPOSE, WHICH IN ITS JUDGMENT WILL BE MOST EFFECTIVE IN MAINTAINING THE PROPERTY VALUES IN WALNUT GROVE AND MAY INCLUDE, BUT NOT BY WAY OF LIMITATION, THE LIGHTING, IMPROVING AND MAINTAINING THE STREETS AND ROADS IN WALNUT GROVE, COLLECTING AND DISPOSING OF GARBAGE, ASHES, OR OTHER REFUSE IN WALNUT GROVE, EMPLOYING POLICEMEN AND/OR WATCHMEN, CARING FOR VACANT LOTS AND TREES THEREON, FOGGING OR SPRAYING FOR CONTROL OF MOSQUITOES AND OTHER INSECTS, CONSTRUCTING AND MAINTAINING RECREATIONAL FACILITIES, AND IN DOING ANY OTHER THING NECESSARY OR DESIRABLE WHICH IN THE OPINION OF THE WALNUT GROVE COUNCIL, WILL KEEP THE PROPERTY NEAT AND PRESENTABLE OR FOR ANY OTHER PURPOSE WHICH THE

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COMMITTEE CONSIDERS WILL BENEFIT THE OWNERS OR OCCUPANTS OF PROPERTY IN WALNUT GROVE.

UNTIL SUCH TIME AS 75% OF THE LOTS IN WALNUT GROVE ARE SOLD, THERE IS RESERVED TO AFC AND IT SHALL HAVE AND EXERCISE, THE RIGHTS AND POWERS HEREIN ABOVE EXTENDED TO THE WALNUT GROVE COUNCIL WITH REFERENCE TO SAID MAINTENANCE CHARGE.

AT SUCH A TIME THAT 75% OF THE LOTS IN WALNUT GROVE HAVE BEEN SOLD BY AFC, FIVE REPRESENTATIVES SHALL BE APPOINTED BY AFC TO DRAFT BY-LAWS FOR THE WALNUT GROVE COUNCIL WHICH SHALL BE AN ASSOCIATION MADE UP OF ALL OWNERS OF LOTS IN WALNUT GROVE ESTATES. ON THE FOLLOWING FIRST DAY OF JANUARY, AFC WILL TURN OVER ITS CONTROL OF THE WALNUT GROVE COUNCIL TO SAID REPRESENTATIVES OR NEW OFFICERS OF WALNUT GROVE COUNCIL IF ELECTED BY THAT DATE. ALL FUNDS REMAINING IN THE MAINTENANCE FUND AS OF THAT DATE THAT WERE COLLECTED FOR THE PREVIOUS YEAR'S MAINTENANCE CHARGES AND ANY PAYMENTS COLLECTED LATER THAT WERE DUE FOR THE PREVIOUS YEAR SHALL BE PAID TO AFC. ALL MAINTENANCE CHARGES FOR THAT NEW YEAR AND THEREAFTER SHALL BE CONTROLLED BY THE SAID FIVE REPRESENTATIVES OR THE NEW OFFICERS OF WALNUT GROVE COUNCIL WHEN ELECTED ACCORDING TO THEIR BY-LAWS.

TO SECURE THE PAYMENT OF SAID MAINTENANCE CHARGE, A VENDOR'S LIEN IS RETAINED AGAINST EACH LOT IN WALNUT GROVE PROVIDED HOWEVER, SAID VENDOR'S LIEN IS HEREBY MADE, AND SHALL HEREAFTER BE, SUBORDINATE TO THE LIEN OR LIENS OF ANY BONA FIDE LENDER WHO HEREAFTER LENDS MONIES FOR THE PURCHASE OF ANY LOT IN SAID ADDITION, AND/OR FOR THE CONSTRUCTION AND/OR PERMANENT FINANCING OF ANY IMPROVEMENTS ON ANY SUCH LOT.

PART D - GENERAL PROVISIONS

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THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY, 2000, AT WHICH TIME SAID COVENANTS OR PROPERLY REVISED COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS. THESE COVENANTS MAY BE REVISED AND CHANGED AT ANY TIME BY AN INSTRUMENT SIGNED BY THE OFFICERS OR REPRESENTATIVES OF THE WALNUT GROVE COUNCIL AND PROPERLY FILED IN MONTGOMERY COUNTY CERTIFYING THAT 3/4 OF THE OWNERS OF LOTS IN WALNUT GROVE HAVE VOTED FOR THE PROPOSED REVISED COVENANT. THE 3/4 VOTE SHALL BE COMPUTED ON THE BASIS OF ONE (1) VOTE PER LOT, ACCORDING TO DESIGNATION THEREOF ON THE ABOVE REFERENCED PLAT OF WALNUT GROVE REGARDLESS OF OWNERSHIP OF MORE THAN ONE LOT. 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 LAWFULL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE 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 EITHER TO PREVENT HIM OR THEM FROM DOING, OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION.

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INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR OTHER COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

EXECUTED THIS THE 9th DAY OF MARCH, 1984.

ANCHOR FINANCIAL CORPORATION

BY: *Gary W. Goff*
GARY W. GOFF, PRESIDENT

ATTEST:

Billy G. Goff
BILLY G. GOFF, ASSISTANT SECRETARY

THE STATE OF TEXAS)
COUNTY OF HARRIS *Montgomery*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GARY W. GOFF, AS PRESIDENT OF ANCHOR FINANCIAL CORPORATION AND BILLY G. GOFF, AS ASSISTANT SECRETARY OF ANCHOR FINANCIAL CORPORATION, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AS THE ACT AND DEED OF SAID CORPORATION, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 9th DAY OF MARCH, 1984.



Wanda Keller

STATE OF HARRIS COUNTY, TEXAS
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

08-19-84 WANDA KELLER

1984 MAR 14 AM 8:48

Return to *Roy Harris*
COUNTY CLERK
Anchor Financial Corp.
29411 FM 147
Tomball, Tx. 77375
ATTN: Gary Goff

STATE OF TEXAS)
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed in the Public Records on the date and at the time stamped herein by me, and was duly RECORDED in the official Public Records of said County of Montgomery County, Texas.

MAR 14 1984

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS