

Vol ~~100~~ Pg ~~383~~

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared L. E. WELLS and JOHN A. LEATHERWOOD, 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, GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of June, A.D., 1966.



Richard J. Wells
Notary Public in and for Harris County, Texas.

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FILED FOR RECORD on the 10th day of June A.D., 1966, at 2:45 o'clock P. M.
DULY RECEIVED THIS the 15th day of June A.D., 1966, at 9:25 o'clock A. M.
FILE NO. 973 RECORDED VOL. 100 PAGE 301.

Madame H. Grapp
COUNTY CLERK, SAN JACINTO COUNTY, TEXAS

THE STATE OF TEXAS *#974*

I KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS

THAT I. & W CORPORATION, a corporation duly organized and chartered under the laws of the State of Texas, being the owner of the following described tracts of land, to-wit:

Those certain tracts of land in the J. H. Pace Survey, Abstract A-433, San Jacinto County, Texas, and being out of and a part of the same property conveyed by Malcolm C. Damuth to John A. Leatherwood and L. E. Wells by deeds recorded in Volume 77, Page 363, and Volume 97, Page 235 of the Deed Records of said county, the tracts of land hereby described being more particularly described by metes and bounds as follows:

TRACT I

BEGINNING at a galvanized iron pipe stake for the most Northern Southeast corner of the tract of land herein described and being the Southwest corner of a 32.5 acre tract;

THENCE N 02° 30' W 1190.0 feet along the East line of this tract and the West line of said 32.5 acre tract to a galvanized iron pipe stake for the Northeast corner of the tract of land herein described and being the Northwest corner of said 32.5 acre tract;

THENCE S 89° 36' W 2,883.47 feet along the North line of the tract of land herein described to a galvanized iron pipe stake for the Northwest corner;

THENCE S 01° 15' E 2784.81 feet along the West line of this tract and the East line of the U. S. Forest Service tract, to a galvanized iron pipe stake for the Southwest corner;

THENCE N 83° 38' E 914.17 feet along the South line of this tract to a stake for the most Northern Southeast corner of this tract and being the Southwest corner of the area set out for Section No. 1 of said proposed subdivision;

THENCE N 01° 15' W 1595.0 feet to a stake for the Northeast corner of said area of Section No. 1 and being a common corner of this tract;

THENCE N 84° 36' E 2,032.0 feet to the place of beginning and containing 113,911 acres of land out of and a part of a 229,93 acre tract in the J. H. Pace Survey A-433, San Jacinto County, Texas.

TRACT II:

That certain tract of land described in deed by L. E. Wells and John A. Leatherwood to I. & W Corp, dated NOV. 24, 1965 and recorded in Vol. 98, Page 375 of the Deed Records of San Jacinto County, Texas. A part of which has been developed as Sherwood Forest Sec. 1.

Do declare that the part of said land known as SHERWOOD FOREST, SECTION TWO, shall be and it is hereby made subject to the following conditions, covenants, and restrictions affecting the use and occupancy of all or any part thereof and such conditions, covenants and restrictions shall inure to the benefit of all the owners thereof, their heirs, successors and assigns as follows, to-wit:

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for the improvement of all of the property in the subdivision and to the maintenance and preservation of its uniform desirable character, and are to run with the land and shall be binding on all parties until November 1, 1985, at which time such restrictions shall be automatically extended for consecutive periods of five (5) years each, unless by vote of the then owners of a majority of the lots in such subdivision, it is agreed to alter, amend or rescind the same in whole or in part.

2. These restrictions shall be binding upon the owners of all lots in said subdivision, and all persons holding or claiming any right of possession or other interest therein, each of whom shall be obligated and bound to observe such restrictions and restrictive covenants; and in the event of violation of any of such restrictions with respect to any of such lots, it shall be the legal right of any other person owning an interest in any property in the subdivision to institute and maintain any proceeding at law or in equity against the person or persons violating or attempting to violate any of such restrictions, provided that no person or persons shall be liable in damages for any violation or breach of such restrictions, except for a violation or breach committed during his or her ownership or control of said property. Failure to enforce any restrictions contained herein shall not be deemed to be a waiver of the right to enforce any such restriction at any time thereafter, as to the same violation or breach, or as to a violation or breach occurring either prior or subsequent thereto.

3. All of the lots in said SHERWOOD FOREST, SECTION TWO, are designated as residential lots and shall be used for residential purposes only.

4. Only one single family private dwelling unit or residence designed for the occupancy of one family and one appurtenant garage shall be erected on any residential lot in said subdivision, except that one single family dwelling unit and a single family garage apartment unit may be constructed upon one lot, provided that the main single family dwelling unit is completed and occupied prior to the use of the garage apartment unit for living purposes. No outbuildings shall be constructed prior to completion of the main dwelling unit.

5. No dwelling which shall not include at least six hundred (600) square feet of floor space in the enclosed living area, exclusive of open or screened porches, breezeways, or garages, shall be constructed on any lot or portion of any lot, and such dwelling shall not be located on any lot or portion of lots or tracts within the utility easements established on said land or nearer to any street line than twenty-five (25) feet or nearer to a side line than five (5) feet.

6. Exterior walls of all buildings and improvements shall be constructed of masonry, wood or asbestos shingles, or new wood siding and all exposed wood surfaces shall be painted immediately upon completion with at least two coats of good quality paint. The main dwelling shall have a hip or gable roof surfaced with tile, gravel or shingles and no corrugated iron or roll roofing or shed type roof shall be permitted. Garages shall be constructed of the same material as the main dwelling, provided that if the garage is detached from the house it may be constructed of wood siding and covered with two coats of good quality paint. The exterior of any building must be completed within 6 months from the time construction begins.

7. No old or existing house or structure shall be moved in or placed on any lot in the subdivision without written approval of the owner and developer of the subdivision.

8. Mobil homes, campers, and tents for camping purposes shall be permitted on any lot, but not to exceed an accumulated period of sixty (60) days in any one calendar year, except factory built mobil homes of not less than 10 ft. wide and 40 ft. long shall be permitted as permanent dwellings on lots #2 thru #11 in Block 1 Section 2 and lots #2 thru #11 in Block 2 Section 2. All mobile homes shall be maintained in a reasonable condition. No additions to a mobile home shall be permitted without written consent of the owner and developer of the subdivision.

10. No cesspool shall ever be dug, used or maintained on any lot, tract or parcel of land. All lavatories, toilets and bath facilities shall be built indoors, be connected with adequate septic tanks with adequate lateral lines for sewage and waste disposal and constructed to comply with all laws, regulations and specifications of State and local health authorities. Sinks shall be provided with grease traps with adequate lateral lines. No lateral or leaching lines from grease traps or septic tanks shall be allowed to drain into road ditches, natural drainage ditches, creeks, branches, or bayous and drainage must be disposed of on the property in such a way as to comply with the health laws and regulations and so as to not create a nuisance. No outside toilets, pits, trenches or other surface toilets shall be permitted under any circumstances.

11. No bill boards, sign boards or unsightly objects of any kind shall be installed or maintained on any residential lot in such subdivision, and no junk yard, tourist camps or courts, dance hall, lounges or beer gardens shall be maintained on any lot, tract or parcel of land, residential or commercial.

12. No lot, tract or parcel of land shall be used for raising hogs, goats, sheep, rabbits, dogs, cats or other animals, except domestic pets, or as a place for keeping houses, mules, cattle or other animals, provided that the occupant of each residence may keep domestic animals including not more than one (1) milk cow and two (2) horses for his own use and pleasure. No commercial dog kennel shall be maintained in any portion of the subdivision.

13. No public nuisance or offensive, noisy or illegal trade or calling or act shall be done, suffered or permitted in any portion of the subdivision.

14. No building, structure or any part thereof shall be construed or permitted to extend over, or encroach upon any street or utility or drainage easement as shown by the plat of this subdivision.

15. There is dedicated for electrical utilities an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to all ground easements established for such utilities, such aerial easement being reserved for the purpose of cutting and trimming trees in order that the electric lines may be constructed and maintained.

16. Bridges constructed over property line ditches shall be of concrete or galvanized pipe and of a size not less than 12 inches, or of a greater size. Gully ditches be of a depth to require stony, in order that drainage will not be impeded.

17. There is reserved adjacent to all buildings, houses, barns, and other natural drainage courses, an easement as shown on the plat of this subdivision for the purpose of permitting access to such drainage courses for clearing, maintaining, ditching, leveling or any other purpose or purposes, for repair, improvement, or maintenance of such courses.

In the event of a violation or attempted violation of the foregoing restrictions, the undersigned corporation shall not be responsible therefor, but will use reasonable efforts to stop such violation.

These conditions, covenants and restrictions shall not be deemed altered, amended, ended, changed or revoked by any later instrument filed by the undersigned, or their successors in title, unless such instrument shall expressly refer to this instrument and expressly declare the intention of the then owner of said tract with respect thereto. The omission of the restrictions herein contained in any later instrument restricting the use of said property, shall not be deemed to modify or alter in any way the provisions of this instrument, unless such intention is directly expressed in the manner above provided.

EXECUTED this 16th day of June, 1966, at Houston, Texas.

ATTEST:

L. E. WELLS, SR.

John A. Leatherwood

L. E. Wells, Sr.

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared L. E. WELLS, SR., 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 and that he is the person so stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of June, 1966.

John A. Leatherwood

1966

