

RESTRICTIONS, COVENANTS, AND RESERVATIONS PERTAINING TO TANGLEWILDE FARMS, A SUBDIVISION IN THE E. SCURRY SURVEY, ABSTRACT NUMBER 655, MONTGOMERY COUNTY, TEXAS, AS PER MAP OR PLAT OF SAID SUBDIVISION FILED FOR RECORD ON THE 1st. DAY OF MARCH, 1957, UNDER FILE NUMBER 112,831, OF THE COUNTY CLERK'S OFFICE OF MONTGOMERY COUNTY, TEXAS.

STATE OF TEXAS

113277

COUNTY OF MONTGOMERY

WITNESSETH:

THAT I, W. E. (Edgar) Peel, Jr., the sole owner of Tanglewilde Farms Subdivision in Montgomery County, Texas, have agreed, fixed and adopted the following restrictions, covenants and reservations concerning Tanglewilde Farms, a Subdivision in the E. Scurry Survey, Abstract No. 655, Montgomery County, Texas, as per map or plat of said Subdivision filed for record on the 1st. day of March, A. D. 1957, under File Number 112,831, of the County Clerk's Office of Montgomery County, Texas, to-wit:

(1) Any deed or other instrument of conveyance or sale executed by W. E. (Edgar) Peel, Jr., his heirs or assigns, shall be subject to that mineral and/or royalty interest, if any, as specifically reserved and/or excepted in said deed or other instrument of conveyance concerning the oil, gas, casinghead gas, uranium and all other minerals in, under and that may be produced from the premises conveyed therein, together with the rights of ingress and egress thereto.

(2) All of the farm tracts in said Subdivision are hereby designated as residential farm tracts only, and shall be used for residential purposes only, and no business of any type, kind, or character, shall be operated thereon, nor shall said premises be used for any type of commercial purposes. Farming of any of said tracts by the owner thereof for other than commercial purposes shall be permitted. Provided, however, that oil and gas leases may be executed on said premises, and oil drilling or oil development operations as provided in the standard form oil and gas leases may be

permitted on said premises and shall not be regarded as a business or commercial use as provided by this covenant and are expressly permitted on said Subdivision.

(3) No trash, garbage or other disposal matter shall be deposited or stored on said farm tracts or in Caney Creek, which traverses said Subdivision, and all garbage, trash and other disposal matter as a result of the uses of the premises shall be promptly burned, hauled away or buried.

(4) All roads described on the Map or Plat of said Subdivision are dedicated to Montgomery County, Texas.

(5) Said Subdivision is expressly made subject to those utility easements as set out on the plat of said Subdivision.

(6) Farm Tract Number Park, in Section Number Five (5), of said Subdivision is hereby dedicated for the use and benefit of the farm tract owners of said Subdivision, their immediate families, and guests only when accompanying them. All parties so using such park area, including the fishing, swimming, or other uses of Caney Creek, shall use same at their own risk and Owner herein does not assume any liability by reason of the use of said park area and creek by any parties. Said parties so using said park area and creek shall keep same free of debris, garbage and other disposal matter. Owner shall be under no obligation to maintain said park area other than this dedication hereof and it shall be the duty of said owners of farm tracts in said Subdivision to maintain and police said park area hereby dedicated.

(7) No portion of the surface of a farm tract (less than a whole tract) as described on said map or plat of said Subdivision shall ever be sold, assigned or conveyed, nor shall any undivided interest, less than the whole, ever be sold, assigned or conveyed by any farm tract owner of said premises, unless purchaser thereof purchases the entire farm tract, all to the end that no numbered farm tract or tracts in the Subdivision may in turn be subdivided. In the event of any sale or attempted sale of any portion of the surface of a farm tract, then in that event, W. E. (Edgar) Peel, Jr.,

his heirs and assigns, are hereby expressly given the option of purchasing the whole farm tract from the then owners thereof for the total sum of Two Hundred and Fifty (\$250.00) Dollars, and the said W. E. (Edgar) Peel, Jr., his heirs or assigns, shall have sixty (60) days from and after the time that he has actual notice of said sale or attempted sale of a portion of said farm tract less than the whole, within which to repurchase said tract and the then owner or owners of said premises shall be bound to execute a Deed of reconveyance to him upon the tender to them of the said Two Hundred and Fifty (\$250.00) Dollars. Nothing in this covenant or restriction shall prevent said parties from conveying their mineral and/or royalty interest in said premises or any portion thereof.

(8) No outdoor toilets of any kind or nature or septic tanks or drainage field connected therewith shall be placed nearer than two hundred (200) feet to the front property line of said property nor nearer than fifty (50) feet to a side lot line.

No residence or other structure shall be erected on said premises nearer than seventy-five (75) feet to the front property line of said property, nor nearer than ten (10) feet to a side line of any farm tract.

(9) Said premises are sold subject to any valid oil, gas or other mineral lease now in force and effect and executed or to be executed on said mineral interest reserved herein by owner.

(10) Said premises are expressly made subject to that pipe line easement in favor of United Gas, dated January 14, 1952, recorded in Volume 324, Page 393, Deed Records of Montgomery County, Texas, which traverses Farm Tracts Numbers 7, 8, 9 in Section Number 4, also traverses Farm Tracts Numbers 8, 9, 10, in Section Number 3.

(11) No violation of these restrictions upon the part of any person shall affect in any way any lien upon said properties given to secure payment of note or improvements, and such lien shall remain in full force and priority as against purchasers, their heirs and assigns, and in case of any judgment against any owner,

said land shall nevertheless remain subject to such lien securing such original note, or any renewal or extension of same, but no restriction release is intended in favor of purchasers, their heirs or assigns, as owners; and any sale under foreclosure of such lien shall pass title to said property subject to these restrictions.

(12) Invalidation of any of these covenants by Judgment, Court Order, or otherwise, shall in no wise affect any of the other provisions which shall remain in full force and effect.

(13) 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 person or persons owning any real property in said subdivision to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him from so doing, or to recover damages or otherwise due for such violation.

(14) These covenants are to run with the land and shall be binding on all parties and/or persons claiming under them, for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the farm tracts in said Subdivision has been filed for record prior to the end of the said twenty (20) years or the end of any subsequent ten (10) year period agreeing to change said covenants in whole or in part.

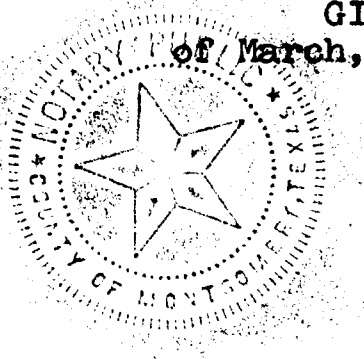
EXECUTED at Conroe, Texas, this 1st. day of March, 1957.

W. E. (Edgar) Peel, Jr.
W. E. (Edgar) Peel, Jr.

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared W. E. (EDGAR) PEEL, JR., 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st. day of March, A. D. 1957.



Lester A. Peel (LESTER A. PEEL)
Notary Public in and for
Montgomery County, Texas.

FILED FOR RECORD *April 4*
RECORDED *April 9*

,1957 at 1:00 o'clock P. M.
,1957 at 5:00 o'clock P. M.
W. T. HOOPER, Clerk County Court
Montgomery County, Texas
BY: *[Signature]* Deputy.