

WARRANTY DEED

DEEDS

7844050

THE STATE OF TEXAS
COUNTY OF HARRIS

} KNOW ALL MEN BY THESE PRESENTS:

THAT, TEXAS WATERWAYS, INC., a Texas Corporation, of Harris County, Texas, hereinafter called Grantor, (whether one or more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash and other good and valuable considerations in hand paid by TOMMY G. WARD & WIFE JOYCE WARD, hereinafter called Grantee, (whether one or more), receipt of which is hereby acknowledged and confessed: have GRANTED, SOLD AND CONVEYED unto the said Grantee of HARRIS County, Texas, all that certain lot, tract or parcel of land, together with all improvements thereon, lying and being situated in the County of MONTGOMERY and State of Texas, described as follows and attached hereto and made a part hereof, to-wit:

FOWLER & THOMAS
CONSULTING ENGINEERS & SURVEYORS

4000 NORTH FREEWAY
HOUSTON, TEXAS 77022

August 25, 1969

Phone: 693-5667

TRACT 414 BLOCK 7

Fieldnotes for a tract of land out of the D. W. COLLINS SURVEY, ABSTRACT 155, Montgomery County, Texas, and being a part of that certain 208,198 acre tract of land conveyed to Texas Waterways, Inc., by deed recorded in Volume 686 Page 438 of the Montgomery County, Texas, deed records and being known as TRACT 414 BLOCK 7 out of LAKE WILDWOOD, an unrecorded subdivision in said Montgomery County, and being more particularly described by metes and bounds as follows:

COMMENCING for reference at the NORTHEAST corner of said 208,198 acre tract, said point being the intersection of the EAST line of the D. W. Collins Survey and the SOUTH line of the G. C. & S. F. Railroad 100 ft. right of way;

THENCE S 0° 23' 55" E 91.04 ft. along the EAST line of the D. W. Collins Survey to a point in the SOUTH line of Wildwood Road 90 ft. right of way;

THENCE N 81° 44' W 131.50 ft. along the SOUTH line of Wildwood Road to a point in the EAST line of Lakewood Drive, based on a 60 ft. right of way;

THENCE S 0° 23' 55" E 374.28 ft. along the EAST line of Lakewood Drive to a point for corner;

THENCE N 81° 44' W 60.71 ft. to a point, said point being intersection of the WEST line of said Lakewood Drive with the SOUTH line of Wildwood Road, based on a 60 ft. right of way;

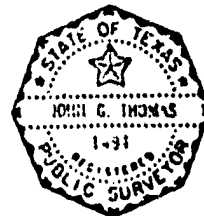
THENCE S 0° 23' 55" E 280.00 ft. with the WEST line of Lakewood Drive to the place of beginning for the herein described tract;

THENCE, continuing S 0° 23' 55" E 70.00 ft. with the WEST line of said Lakewood Drive to a point for corner;

THENCE S 89° 36' 05" W 143.36 ft. to a point for corner;

THENCE N 1° 15' 40" W 70.01 ft. to a point for corner;

THENCE N 89° 36' 05" E 144.41 ft. to the PLACE OF BEGINNING.



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TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the Grantee, his heirs and assigns, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee. This conveyance is made subject to all and singular the restrictions, conditions, easements, mineral reservations and covenants of record, if any, applicable to and enforceable against the above described property or as marked Exhibit "A" and made a part hereof.

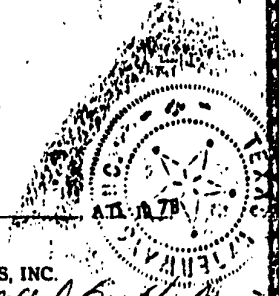
When this deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when the Grantor or Grantee is either a Corporation or a Trustee, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "Successors and Assigns".

EXHIBIT "A"

The following covenants and conditions are imposed as conditions running with the land on the property described on the reverse side hereof:

1. No open ditch shall ever be dug, used, or maintained on said property and whenever a residence is established on said property all ditches shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connection with such property. The drainage of septic tanks into any road, street, alley or other public ditch, either directly or indirectly, is strictly prohibited.
2. Drainage structures under private driveways shall have a not drainage opening area of sufficient size to permit the free flow of water without back-water. Culverts or bridges must be used for driveways and/or walks.
3. The property shall be used for new residence purposes only, and no part thereof shall be used for business purposes nor any other structure whatsoever, other than a first-class private residence, with the necessary outbuildings or garage shall be used in as a home. No building may be moved onto this property without the inspection and approval of two officers of the company.
4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on this property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence without written authorization from one officer of this corporation.
5. No residence shall be erected or placed upon the property herein restricted as residential property which does not contain at least 600 square feet exclusive of porches and garages. Residential property is here meant for the use of erecting thereon a first-class private residence, apartment or duplex, with the necessary outbuildings, garage and servant's house. No unexcused iron, rail sidings, bar paper or similar materials shall be allowed for outside finishing materials. Exterior of residence must be completed before occupancy.
6. No hay, grain or other animal products considered to be undesirable in a residential subdivision shall be raised, bred or kept on this property except that such, straw, feed or household use may be kept provided that they are not bred, used or maintained for any commercial purpose.
7. No business or offensive trade or activity shall be carried on upon this property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. No building shall be located closer than 25 feet to the front property line nor closer than 10 feet to any side street line, nor closer than 5 feet to the inside property line.
9. A 10 foot utility easement over, under, along and across the property herein restricted to be used for the purposes of installing, using, repairing and maintaining public utilities, water, sewer lines, electric lighting and telephone poles, pipe lines and drainage ditches.
10. Purchaser agrees that he will not permit grass or weeds to become in excess of 12 inches in height before cutting same, nor allow brush, junk, or any unsightly objects to be dumped or accumulated on said property, in default of which Seller or its assigns may cut such grass or weeds or remove said brush, junk or unsightly objects and add the cost thereof to the amount to be paid under the terms of this contract, such costs to be paid within 30 days after demand is made therefor.
11. No sign of any kind shall be displayed in the public view on this property without written permission from the Sellers herein.
12. No lot or tract shall be sold, dug or removed from this property without written permission from the Sellers herein and 20% of the purchase price has been paid by the Purchaser.
13. This property is restricted to the Cotonosa Baro unit, and no property shall be sold or deeded to or acquired or held by any person covered by the Cotonosa Baro.
14. No fixtures shall be fixed, attached or used for any purpose.
15. Well-ownership of any lot in this subdivision, other than instead and wide ownership, will exclude all such access from use of the conventional facilities in this subdivision.
16. All lots sold in this Subdivision are subject to a levy of Thirty-six (36%) Dollars annually per lot for maintenance of streets and/or conventional facilities. This fee may be levied at the option of TEXAS WATERWAYS, INC. The privilege of levy may be conferred by TEXAS WATERWAYS, INC. to a Board of Levees or a District created by a Property Owners Association. Any such funds collected shall be deposited in maintenance as above stated. The above mentioned levy of Thirty-six (36%) Dollars annually per lot may be made on the thirty-third day (31) day of each month. The amount of any levy may be raised or lowered by a majority vote of the Property Owners of an estate called by TEXAS WATERWAYS, INC. or above mentioned Property Owners Association with confidence, however, no group, group, or firm will have the authority to authorize a change in the fact that no person will be levied upon to pay a maintenance fee on more than one (1) lot. Failure of a Property Owner to pay this levy will constitute a lien on the property in arrears and the owner will forfeit the privilege of use of any and all of the facilities available in this Subdivision. Right to use of facilities will be resumed upon payment in full of levy, plus provision of \$100 a month for term of delinquency. And further, Purchaser, his heirs and assigns do hereby agree to abide by all the rules and regulations pertaining to the conventional facilities imposed by TEXAS WATERWAYS, INC. or the above mentioned Property Owners Association.
17. The restrictions and covenants are to run with the land, and shall be binding on all of the parties and all persons until May 1, 1990, at which time such covenants shall be automatically extended for successive periods of 10 years, unless by vote of the majority of the then owners of the property agree to terminate the covenants or restrictions, in whole or in part.
18. Purchaser of this property accepts said property SUBJECT to the above set out restrictions, covenants and conditions running with the land, and purchaser and purchaser's heirs, successors and assigns covenants with their respective grantors that they will, and that their successors, heirs and assigns shall faithfully observe and perform said restrictions and covenants, and each of them and if any purchaser or any person claiming under such purchaser, shall at any time violate or attempt to violate, or shall cause to violate any of the foregoing restrictions or conditions it shall be liable for and terms existing land subject to these restrictions or conditions, or for any ground of the property to enforce and prosecute appropriate proceedings at law or in equity, including the right of injunctive relief, for the same done or attempted.
19. It is agreed that nothing done by date by the parties hereto, their executors or assigns which would result in changing or altering or interfering with existing drainage of water across this property or adjacent property.
20. Satisfaction of any of these covenants by judgment or court order shall in no wise affect any of the other provisions or covenants and shall remain in full force and effect.
21. No lots in the LARE WILLOWOOD SUBDIVISION shall be re-sold to any Subdiv.
22. Each owner of a lot in LARE WILLOWOOD SUBDIVISION binds and obligates himself through purchase of said lot or lots, to indemnify the same in his own name to a good and praiseworthy manner. If said purchaser or any future owner of all or any part of said Subdivision shall be guilty of a breach of these restrictions and covenants, the said purchaser shall consent to and the title thereof be conveyed to TEXAS WATERWAYS, INC. in connection or complete.

EXECUTED This the 3 day of OCTOBER



ATTEST:
Leont Laine
SECRETARY

TEXAS WATERWAYS, INC.
Clifford E. Harkins
PRESIDENT

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared CLIFFORD E. HARKINS, President of TEXAS WATERWAYS, INC., a Texas 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 considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This the 4th day of October, A.D. 1978

Judy Brinson
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

FILED FOR RECORD
AT 1:30 CLOCK P.M.

OCT 16 1978

BOY HARRIS, Clerk
County Court, Montgomery Co. Tx.
Boyer Harris