

TANGLEWOOD MANOR

181405

DEEDS

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY:

THAT WHEREAS, by those deeds recorded in Vol. 599, Page 635, et. seq., Vol. 599, Page 151, et. seq., Vol. 599, Page 153, et. seq., of the Deed of Records of Montgomery County, Texas, INLAND WATERWAYS, INC., a Texas Corporation became the equitable owner of those certain tracts of land in the Thomas Ives Survey, Abstract No. 286, the Beasley Pruett Survey, Abstract No. 420, Montgomery County, Texas, as described in said deeds, reference to which is here made; and more particularly described as follows:

TRACT #1

314 acres of land out of and a part of the Thomas Ives Survey, Abstract No. 286, and the Beasley Pruett Survey, Abstract No. 420, Montgomery County, Texas, that portion of the Ives Survey being off of the West end of said survey and portion of Little Beasley Pruett Survey being off of the East end of the Pruett Survey West line of Ives Survey being the East line of Pruett Survey, and described by metes and bounds as follows;

BEGINNING at the Southeast corner of the Little Beasley Pruett Survey;
 THENCE South 89° West with the South line of Little Beasley Pruett Survey 360 vrs.;
 THENCE North 1° West with the Tarkington east line 392 vrs. Northeast corner;
 THENCE North 1° West with the East line of a 35 acre tract sold by Grantor to W. T. Wells 549 vrs. to the North east corner;
 THENCE continuing North 1° West 1872 vrs. to the North bank of Caney Creek Northwest corner of tract;
 THENCE North 89° East with line 368.8 vrs. to the T. J. Asbury Southwest corner;
 THENCE North 89° East with the South line of Asbury Survey 1975 vrs. to the center of Spring Creek;
 THENCE South with the meanders of Spring Creek;
 THENCE Northwest with the meanders of Caney Creek to the beginning containing 455.05 acres of land more or less being 114.4 more or less acres in the Little Beasley Pruett Survey, being same land described in Deed from Foster Lumber Company to A. A. Adams, et al, dated February 18, 1920 and recorded in Volume 104, Page 372, Deed Records of Montgomery County, Texas, less 155.05 acres conveyed by A. A. Adams, et al, to Foster Lumber Company by deed dated September 20, 1922, and recorded in Volume 106, at Page 61, Deed Records of Montgomery County, Texas, being the same land described in Correction Deed dated February 25, 1944 from Schuhmacher Co. to May H. Oualline recorded in Volume 254, Page 80, Deed Records of Montgomery County, Texas.

TRACT #2

24.722 acres of land out of and a part of the Beasley Pruett Survey, Abstract No. 420, Montgomery County, Texas, and being the same tract or parcel of land described as twenty-five (25) acres in that certain deed from W. J. Sorrells, et ux to Bob Elliott, et ux dated January 2, 1931, recorded in Volume 130, at Page 105, Montgomery County Deed Records, and being more particularly described as follows, to-wit:

COMMENCING at a "T" Rail marking the SW corner of the said 24,722 acre tract same being the SE corner of the Edgar Roy Nix and wife tract of 4.6975 acres and Place of Beginning of the herein described tract;

TRACT #2 Cont'd.

THENCE N 88° 07' E a distance of 1017.35 ft. to the SE corner;
 THENCE N 01° 00' W a distance of 1086.00 feet to the NE corner;
 THENCE S 89° 17' W a distance of 1006.95 feet to the NW corner;
 THENCE S 00° 28' E a distance of 1106.90 feet to the SW corner
 and Place of Beginning.

TRACT # 3

4.6975 acres of land out of the Beasley Pruett Survey, Abstract No. 420, Montgomery County, Texas, and being out of and a part of that certain 12.5 acre tract heretofore conveyed by Otto Hahn to Edgar Roy Nix, et ux by deed dated March 31, 1961, recorded in Volume 499, at Page 139, Montgomery County Deed Records, and the tract herein conveyed being more particularly described as follows, to-wit:

COMMENCING at a "T" rail marking the SE corner of said 4.6975 acre tract, same being the SW corner of the Bob Elliott 24.722 acre tract and Place of Beginning of the herein described tract;
 THENCE N 00° 28' W a distance of 537.00 feet to the NE corner;
 THENCE S 89° 36' W a distance of 458.39 feet;
 THENCE S 16° 24' E along the East right-of-way line of F. M. Road #1485 a distance of 290.56 feet to a point marking the beginning of a curve to the left having a radius of 2,814.83 feet and a central angle of 05° 29' 55";
 THENCE along said curve a distance of 270.14 feet to the SW corner;
 THENCE S 89° 50' E a distance of 296.61 feet to the SE corner and Place of Beginning.

AND WHEREAS the undersigned, for the benefit of its, successors and assigns and for the benefit of other owners of portions of said tracts of land, their heirs and assigns and for benefit of said property, desire to place covenants restrictions and conditions covering the use and development of said property;

NOW, THEREFORE, INLAND WATERWAYS, INC., acting by and through its duly authorized officers, does hereby adopt the hereinafter set forth covenants, restrictions and conditions which shall be covenants running with the land and which shall be binding according to the terms hereof on any and all present or future owners of said property of said property of part or parts until January 1, 1980, at which time the said covenants, conditions and restrictions shall automatically be extended for successive periods of ten years each, unless by duly recorded instrument signed by owner or owners of more than one-half of said tracts of land it is agreed to terminate said restrictions in whole or in part.

In addition to the foregoing, the undersigned reserve the right and power to except, at any time during the next 10 years, from the operation of the herein after set forth covenants, conditions and restrictions, those certain tracts or portions of tracts which may be necessary for the installation and operation and maintenance of utilities or rights-of-way for the ingress and egress of the residents present or future, or for the community park and recreational facilities which may be installed for the benefit of said tracts of land.

Except for the tracts above specified, the balance of said acreage tracts above described by reference shall be subject to the following described covenants conditions and restrictions:

RESTRICTIONS

1. No tract of land described in any single deed executed by the undersigned, their heirs, executors, successors, administrators and assigns, heretofore or hereafter selling or conveying and portion of said 346.4195 acres of land may be divided or subdivided, nor any portion thereof conveyed that covers less than the whole surface.
2. If said owners or grantees of the undersigned or any of their heirs, successors, executors, administrators, and assigns, or any other person or corporation 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 346.4195 acre tract, to prosecute and 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 so doing or to recover damages or other dues for such violation, or both.
3. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. No building shall be erected, placed, altered, or permitted to remain on any tract other than a single family residence and attached or separate garage, provided that servants quarters or guest houses may be built on the rear one-third (1/3) of any tract provided there already is a main conforming residential dwelling on such tract and provided that such quarters or guest houses shall be used for domestic purposes only in connection with principal dwelling on said tract; the front side of any tract is defined as the portion of said tract that, at the time of conveyance by the undersigned, their heirs, successors or assigns, abuts on an existing road, with the opposite side, or rear of said tract, being on a water-way.
5. No building shall be erected, placed, or altered on any tract until the building plans and specifications and plot plan for such building have been approved in writing by an architectural control committee named by INLAND WATERWAYS, INC.----or, pending the formation of such committee by INLAND WATERWAYS, INC. Such architectural control committee shall be appointed, and members thereof removed and other members appointed, at the sole discretion of INLAND WATERWAYS, INC., until such time as it shall relinquish to such committee its right of appointment and removal, and thereafter such committee shall be designated by the owners of record of over fifty percent (50%) (on a square footage basis) of said 346.4195 acre tract. If such committee (or INLAND WATERWAYS, INC., as the case may be) fail to approve or disapprove such plans, specifications and plot plan within forty-five (45) days after the same have been submitted, or if no suit to enjoin the erection of the improvements has been commenced, it shall be deemed that such plans, specifications and plot plan have been approved. During the term of these covenants, conditions, and restrictions, and of any extension or extensions hereof, no sale, resale, conveyance, reconveyance or lease, by any grantee (or their grantee or grantees) of E. W. Atwood, and/or INLAND WATERWAYS, INC. shall be permitted until such sale conveyance or lease has first been approved by said architectural committee or its successors, and any such sale, conveyance or lease shall be ineffective and any person or persons claiming under such ineffective instrument shall not be permitted to enter upon or reside upon the property covered by such instrument.
6. No building shall be located on any tract nearer to the front street line than 25 feet or nearer to any side street line than 15 feet. No building shall be located nearer than 10 feet to an interior residential tract line. For the purposes of this covenant, eaves, and open porches shall be considered as a part of a building.

7. No fence or wall shall be constructed on any tract nearer to any front street than is permitted for the house or building on such tract. There shall be no radio or TV tower, or any other kind of outdoor tower or antenna more than sixty (60) feet higher than the normal roof apex of the residence on such tract.
8. Any house or structure must be completed according to the approved plans and specifications within nine (9) months after the beginning of construction or within such additional time as may be approved in writing by the undersigned, their heirs, successors or assigns, or the said architectural control committee, and no partially completed house or other structure shall be permitted to remain on said property beyond such period of time.
9. The slab area of the main structure, erected on any tract, exclusive of one-story open porches, shall be not less than 1000 square feet in the case of a one-story structure and shall be not less than 750 square feet in the case of a one and one-half or two-story structure. Garage may not contain over area larger than necessary for two (2) cars with a maximum area of 400 square feet.
9. (A) The exterior of any residential building shall be constructed only of brick, stone, cedar shakes, tile or frame siding. If the residential building is constructed of frame siding, it must be painted with two coats of paint. Any structures erected shall be roofed with suitable roofing material except that tin or aluminum shall not be used for such purpose. All structures to be erected on concrete slab foundations or concrete beam foundations around exterior of all buildings.
10. No trailer, tent, shack, garage, barn or other out-building erected on any tract 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. House trailers, tents, shacks, or barns may not be placed, or transported in any manner in, into, or within the development.
11. No outside toilets shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank and adequate drain field constructed and installed in a manner as good as would be required to comply with the health regulations of the State and County and of any other governmental authority having jurisdiction.
12. All tanks for storage of gases or liquids for fuel shall be buried beneath the surface of the ground.
13. No noxious or offensive, unlawful or immoral activity shall be carried on upon any tract, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.
14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.
15. No tract shall be used or maintained as a dumping ground for rubbish or any other material. Trash, garbage or other waste shall not be kept except in sanitary containers and within some enclosing structure. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and all such items shall be of neat and attractive appearance. The owners or occupants of any tract shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner, and shall in no event use any tract for storage of material, trucks, trailers, or equipment except for normal

Restrictions Cont'd.

residential requirements, or permit the accumulation of garbage, trash or owner or occupant of any tract in observing the above requirements, or any of them, the undersigned, their heirs, successors, or assigns may, without liability to the owner or occupant, in trespass or otherwise, enter upon said tract, cut, or cause to be removed, such weeds and grass, and remove or cause to be removed, such garbage, trash, rubbish material, trucks, trailers, equipment, etc., so as to place said tract in a neat, attractive, healthful, and sanitary condition, and may bill either the owner or occupant as the case may be, for the cost of such work. The owner or occupant as the case may be, for the cost of such work. The owner or occupant agrees to pay such statement immediately upon receipt thereof

16. No building material of any kind or character shall be placed in the streets, or between streets and the property line. All building material to be used in the construction of buildings shall be placed and kept within the property lines of the premises.

17. All utilities, water lines, and drainage facilities supplying or serving a tract shall be located within the streets or easements as reserved from time to time in any conveyance by the undersigned or their successors or assigns, and they shall have the sole right of determining specific locations for various utilities within the said 346.4195 acre tract.

18. No structure shall be occupied or used as a residence, temporarily or permanently, until the exterior thereof is completely finished and all plumbing connected with a sanitary sewer or septic tank.

19. Bridges or culverts constructed over property line ditches shall be constructed over concrete pipe of a size not less than eighteen (18) inches or such larger dimension as may be required to provide adequate drainage. All septic tanks shall meet standards set up by the State and County or other governmental health agencies, and shall be so located and constructed that no effluent from the same will drain or flow in such a manner that it could reach and contaminate any part of the ditches serving as drainage for streets in TANGLEWOOD MANOR.

20. No hogs, goats, may be kept or raised on any part of the 346.4195 acre tract. Household pets may be kept but may not be bred or maintained for commercial purposes or for sale.


21. No sign of any kind shall be kept or displayed to the public view (except by the undersigned, their successors, or assigns) other than name and street number sign, provided, however, that the undersigned, their successors or assigns may grant permission in writing to tract owners for the displaying of approved signs offering such tract for sale.

22. Notwithstanding anything elsewhere herein set forth, it is stipulated that the undersigned, their successors or assigns can set aside any one or more tracts for community recreation purposes and may relieve such tract or tracts from inappropriate provisions of these covenants and restrictions by suitable instrument filed of record in the office of the County Clerk of Montgomery County, Texas.

23. The restrictions herein imposed shall not apply to those areas designated as roads or rights-of ways, dedicated for public use.

Restrictions Cont'd.

DONE AND EXECUTED at Houston, Texas, this 10th day of July, A. D. 1965.

ATTEST:
 S. D. Helms
Secretary, S. D. Helms

INLAND WATERWAYS, INC.
BY: E. W. Atwood
E. W. Atwood, President

ACKNOWLEDGED

THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared E. W. Atwood, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said INLAND WATERWAYS, INC., and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 10th day of July, A.D. 1965.



Luzada Kay Crowner
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

FILED FOR RECORD
AT 10 O'CLOCK A M

AUG 6 1965

W. T. HOOPER
Clerk County Court, Montgomery Co., Tex.
BY R. H. [Signature] DEPUTY