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NOTICE

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meet all requirements.

COMPARED

WARRANTY DEED

DEED

Vol. 913 PAGE 770

THE STATE OF TEXAS

COUNTY OF FORT BEND

} KNOW ALL MEN BY THESE PRESENTS:

That we, Alton D. Pesek and wife, Nancy L. Pesek,

of the County of Fort Bend and State of Texas for and in

consideration of the sum of ----- TEN AND NO/100-----

----- (\$10.00) ----- DOLLARS

and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

Wayne E. Rentfro and wife, Pamela Fern Rentfro

of the County of Harris and State of Texas, all of

the following described real property in Fort Bend County, Texas, to-wit:

9.438 acres, out of a 102.362 acre tract being described in Volume 70, at Page 138, Deed Records, Fort Bend County, Texas, and also being located off the Northwest side of the I & GN RRY Co., Survey "A", Abstract 269, and being more particularly described by metes and bounds on the attached exhibit "A".

SAVE AND EXCEPT, and there is hereby reserved unto Grantors, their heirs and assigns, an undivided one-half (1/2) of all of the oil, gas and other minerals in and under and that may be produced from the above described property, but, all right to use the surface of such land for exploration for or development of oil, gas or other minerals is waived.

This conveyance is further made subject to the restrictions shown on attached exhibit "B".

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantees, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 30 day of January, A.D. 1981

Alton D. Pesek

Nancy L. Pesek

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF FORT BEND }

DEED
943 PAGE 771

Before me, the undersigned authority, on this day personally appeared

Alton D. Pesek and wife, Nancy L. Pesek

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office on this the 30 day of January, A.D. 1981

Elaine Veselka
Notary Public in and for Fort Bend County, Texas.

My commission expires 5-1, 1987

Elaine Veselka

(Printed or stamped name of notary)

EXHIBIT "A"

DEED

FIELD NOTES - 9.438 ACRES

943 PAGE 772

BEING a part of that certain tract, piece or parcel of land lying and being situated in Fort Bend County, Texas, and being 9.438 acres of land, by survey, out of a 102.362 acre tract known as the Holub Section, same 102.362 Acre Tract being described in Volume 70, Page 138, of the Ft. Bend County Deed Records, and being also located as being off the Northwest side of the I&GN RRY Co., Survey "A", Abstract 269, and the 9.438 Acres being more particularly described as follows, to-wit:

FOR CONNECTION COMMENCE at the North-most Corner of the said Survey "A", An Iron Rod;

THENCE, S 45°07'29" West along and parallel to the Southwest Boundary line of the Big Creek Rural Estates Subdivision and the Centerline of Lariat Lane, a street of said Subdivision, 327.46 ft. to a point in the Southeast Right-of-Way line of Saddle Drive, a 60 ft. Street of said Subdivision;

THENCE, S 44°56'37" West with the projection of said Right-of-Way line of Saddle Drive 30 ft. to an Iron Rod for Corner and the TRUE POINT OF BEGINNING OF THIS 9.438 ACRE SURVEY;

THENCE continuing S 44°56'37" West with the projection of the Southeast Right-of-Way line of the said Saddle Drive, 30 ft. South-east of and parallel to the Centerline of a 60 ft. Road Easement, passing at 1090.92 ft. an Iron Rod marking the Northmost line of a 40 ft. Drainage Easement along Foss Creek, in all 1111.45 ft. to a point for Corner in the centerline of said Foss Creek;

THENCE, S 58°12'33" E with the Centerline of said Foss Creek, 152.48 ft. to a point for Corner;

THENCE, S 57°39'08" E, continuing along the Centerline of said Foss Creek, 240.68 ft. to a point for Corner;

THENCE, N 45°E, passing at 20.48 ft. an Iron Bar set on the Northerly Bank of said Foss Creek marking the North-most side of said 40 ft. Drainage Easement and continuing along and parallel to an Old Barbwire Fence, in all, 1025.62 ft. to an Iron Rod set for Corner in the Southwest Right-of-Way line of the aforementioned Lariat Lane there being also reserved a 15 ft. Utility Easement Northwest of this described Southeast line of the subject 9.438 Acre Survey;

THENCE, N 45°07'29" West along and parallel to the Southwest Right-of-Way line of the aforesaid Lariat Lane and 30 ft. from the Southwest line of the aforementioned Big Creek Rural Estates Subdivision, 385.25 Ft. to an Iron Rod and the TRUE POINT OF BEGINNING OF THIS 9.438 ACRE SURVEY.

CERTIFICATION

I hereby certify that the above field notes accurately reflect a true record of a Survey made by me, on the ground, on November 7, 1970, with Corners and Distances placed as shown on the accompanying Plat.

Thomas J. Sanders
REGISTERED PUBLIC SURVEYOR #1578

TJS/es



EXHIBIT "B"

DEED

1. Vol. 943 Page 773

No part of the above described property shall ever be used for any other purpose other than single family residences during the term of these restrictions. All residences shall be of new construction. No tract shall be used for commercial or industrial purposes. This restriction shall be held and construed to exclude apartment houses, duplex houses and multiple family dwellings of any kind.

2.

No dwelling shall be erected on any tract less than three-fourths (3/4) of an acre in size, and no dwelling shall be erected on any tract containing less than 1500 square feet of living floor area, exclusive of open porches, breezeways and attached garages. All such dwellings must be constructed of at least 51% brick or other masonry construction.

3.

Dogs, cats or other household pets, horses and livestock may be kept provided same are not kept, bred or maintained for any commercial purpose and same do not become an annoyance or nuisance to the neighborhood.

4.

No trailer, trailer house, basement, tent, shack, garage, garage apartment, barn, or other outbuildings erected upon the above described 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.

5.

No business, trade, or manufacturing shall ever be conducted, nor shall any noxious or offensive activity be carried on upon the above described property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6.

No open or pit type toilets shall ever be constructed upon the above described property and all septic and sewage systems shall be constructed in accordance with the standards then approved by the governmental authority having jurisdiction of such matters, whether same be city, county or other governmental authorities.

7.

All owners of any portion of said 25 acre tract shall keep all grass, weeds and brush cut so that property will have a neat and attractive appearance.

8.

Any house shall be set back a distance of forty (40) feet from the front property line. There will be a 15 foot utility easement across the rear of each lot and a 15 foot aerial easement across the rear of each lot.

9.

These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period ending January 1, 1999, after which time said restrictive covenants shall be automatically extended for recessive periods of ten years unless an instrument signed by a majority of the then owners of all of said tracts in said 25 acre tract has been recorded, agreeing to change said restrictive covenants in whole or in part.

10.

Enforcement of these restrictive covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction, either to restrain violation or to prevent damages and it is hereby expressly provided and specified that any owner of any tract out of said 25 acre tract, or any group of owners shall have the right in himself or themselves to institute and prosecute a suit in the District Court of this County against anyone violating any of these restrictions. The invalidation of any one of these restrictions by judgment or Court order shall in no wise affect any of the other restrictions which shall remain in full force and effect.

11.

It is further understood and agreed that the Sellers reserve the right to dedicate as public roads the sixty foot easements shown on the plat or map attached hereto, made by Sanders without having to obtain the consent of any buyers of any of lots or tracts. The Sellers agree to dedicate the public roads as shown on Sanders map and to build the roads according to the specifications of Commissioners Court of Fort Bend County in such a manner that the County will accept and maintain the roads as part of the County road system.

DEED
VOL. 943 PAGE 775

FILED FOR RECORD
TIME 4 P.M.

FEB 2 1981

Pearl Ellett
COUNTY CLERK, FORT BEND COUNTY, TEX.

Charge RAC
return to:
Mr. & Mrs. Wayne Bentfro
4711 Saddle Dr.
Rosenberg, Texas
77471

Duly recorded this the 3rd day of February 1981 A.D. at 4:30 O'clock P.M.
By *Rene Medina* Deputy Pearl Ellett, County Clerk
Fort Bend County, Texas