

* RESTRICTIONS *
613 BAKER RD.
00 BAKER (18.77 AC)

61

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

JAMES B. ARNETT and wife, B. NADINE ARNETT, 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

JAMES B. ARNETT and wife, B. NADINE ARNETT, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Houston, Texas,
this 7th day of January 1966.

Witness at Request of Grantor:

Donnie R. Gower
Lynda J. Gower

JOINT ACKNOWLEDGMENT

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
DONNIE R. GOWER

LYNDA J. GOWER, his wife, 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, and the said

LYNDA J. GOWER, wife of the said DONNIE R. GOWER

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said LYNDA J. GOWER acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of January A. D. 1966.

(L.S.)

Notary Public in and for HARRIS County, Texas.

Filed for Record on the 12th day of January A. D. 1966, at 9:28 o'clock A. M.
Duly Recorded this the 17th day of January A. D. 1966, at 4:32 o'clock P. M.

ELLA STUBBLEFIELD, County Clerk,
Fort Bend County, Texas

By Doris Richey Deputy

DELMAR CALDWELL, ET AL

TO 155586

THE PUBLIC

THE STATE OF TEXAS)
COUNTY OF FORT BEND)

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, Delmar Caldwell and L. E. Richey, Jr., of Fort Bend County, Texas, do hereby publish and set forth the following restrictions applicable to that certain 125 acre tract described in

RESTRICTIONS

Deed from Adolph O. Susholtz, Trustee, to Delmar Caldwell and L. E. Richey, Jr., dated the 5th of January, 1966, and recorded in Volume ___, page ___ of the Deed Records of Fort Bend County, Texas, to which Deed reference is here made for all purposes, said 125 acre tract being shown on plat prepared by Henry Steinkamp, Jr., a Registered Professional Engineer, dated October 25 and 26, 1965, and reference is here made to said plat for all purposes. Such restrictions are as follows:

-1-

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 one (1) 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, 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 125 acre tract shall keep all grass, weeds and brush cut so that property will have a neat and attractive appearance.

-8-

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, 1990, after which time said restrictive covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of all of said tracts in said 125 acre tract has been recorded, agreeing to change said restrictive covenants in whole or in part.

-9-

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 125 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.

-10-

Provided, however, notwithstanding anything to the contrary contained hereinabove, undersigned, their heirs and assigns, shall have the right to remove for sale or for any other use or purpose any of the dirt, sand and/or gravel that lies between the mean average bank and the mean average second bank on the South 40 acres of said 125 acre tract as shown on said plat prepared by Henry Steinkamp, Jr. and, in such connection, undersigned shall have the right to use all necessary

machinery, equipment and trucks for the removal of same.

Also on the land that lies between such mean average bank and such mean average second bank on said South 40 acres of said 125 acre tract, undersigned shall have the right to use all necessary machinery, equipment and trucks for removal of dirt, sand and/or gravel from the Brazos River adjoining such South 40 acres.

EXECUTED this 10th day of January, 1966.

Delmar Caldwell
Delmar Caldwell

L. E. Richey, Jr.
L. E. Richey, Jr.

THE STATE OF TEXAS)
 *
COUNTY OF FORT BEND)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Delmar Caldwell and L. E. Richey, Jr., 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 10th day of January, A. D. 1966.



William S. Robert
Notary Public in and for Fort Bend County, Texas.

Filed for Record on the 12 day of January A. D. 1966, at 10:45 o'clock A. M.
Duly Recorded this the 12 day of January A. D. 1966, at 11:30 o'clock A. M.

ELLA STUBBLEFIELD, County Clerk,
Fort Bend County, Texas

By Doris Wolf Deputy

COMPARED
DELMAR CALDWELL, ET AL

TO 155587

GENERAL WARRANTY DEED

MARY ANNE GAINES

THE STATE OF TEXAS)
 *
COUNTY OF FORT BEND)

KNOW ALL MEN BY THESE PRESENTS: That we, Delmar Caldwell and L. E. Richey, Jr., of Fort Bend County, Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash and other valuable consideration to us in hand paid by Mary Anne Gaines, out of her separate property, the receipt and sufficiency