

225879

DEEDS

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

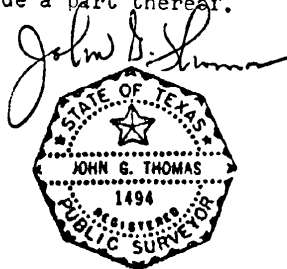
KNOW ALL MEN BY THESE PRESENTS:

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 L. D. CARTER and wife, RUBY ELIZABETH, hereinafter called Grantee, (whether one or more), receipt of which is hereby acknowledged and confessed: have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY 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, State of Texas, described as follows, to-wit:

All that certain tract or parcel of land out of that tract of land referred to as the JOE B. STINSON, JR. tract, being out of and a part of the Noah Griffith League, Abstract 16, Montgomery County, Texas and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the Southeast corner of the Noah Griffith League;
THENCE S 88° 16' W-2786.22 feet to a point;
THENCE N 45° 26' W-859.63 feet to a point in the West right-of-way line of a 60 foot wide road easement and the PLACE OF BEGINNING of the herein described tract;
THENCE S 44° 34' W-220 feet to a point for corner;
THENCE N 45° 26' W-100 feet to a point for corner;
THENCE N 44° 34' E-220 feet to a point for corner in the West right-of-way line of the aforementioned 60 foot wide road easement;
THENCE S 45° 26' E-100 feet along the West right-of-way line of the said 60 foot wide road easement to the PLACE OF BEGINNING and being generally known as Tract 43 of BROOKWOOD ADDITION, an unrecorded subdivision in Montgomery County, Texas.

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 said Grantee, his heirs and assigns forever. And Grantor does hereby bind himself, his heirs, 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 thereof.



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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 cess pools shall ever be dug, used, or maintained on said property, and whenever a residence is established on said property all toilets 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 ditches, either directly or indirectly, is strictly prohibited;
2. Drainage structures under private driveways shall have a net 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 customary outbuildings or garage shall be lived 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 500 square feet exclusive of porches and garages. Residential property is here meant for the use or erecting thereon of a first-class private residence, apartment or duplex, with the customary out-buildings, garage and servants' houses. No corrugated iron, roll siding, tar paper or similar composition will be allowed for outside finishing materials. Exterior of residence must be completed before occupancy;
6. No hogs, goats or other animals generally considered to be undesirable in a residential subdivision shall be raised, bred or kept on this property except that dogs, cats, fowl or household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes;
7. No noxious 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 nearer than 25 feet to the front property line nor nearer than 10 feet to any side street line, nor nearer than 5 feet to the inside property line;
9. A 10 foot utility easement over, under, along and across the property herein contracted to be sold 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 trash, 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 trash, junk or unsightly objects and add the cost hereof 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 to the public view on this property without written permission from the Sellers herein;
12. No tree or trees shall be sold, cut or removed from this property without written permission from the Sellers herein until 30% of the purchase price has been paid by the Purchaser.
13. This property is restricted to the Caucasian Race only and no property shall be sold or devised to or acquired or held by any person except of the Caucasian Race.
14. 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, 1993, 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 change the covenants or restrictions, in whole or in part.
15. Purchaser of this property accepts said property SUBJECT to the above set out restrictions, easements and covenants 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 conditions, 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 omit to perform or observe any of the foregoing restrictions or conditions, it shall be lawful for any person owning land subject to these restrictions or conditions, or for any grantor of any property to institute and prosecute appropriate proceedings at law or in equity, including the right of injunctive relief, for the wrong done or attempted.
16. It is agreed that nothing may be done by the parties hereto, their grantees or assigns which would result in changing or altering or interfering with existing drainage of water across this property or adjacent property.
17. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions or covenants and same shall remain in full force and effect.

EXECUTED This 7 day of June, A. D. 1967

TEXAS WATERWAYS, INC.

ATTEST:


Charles Krensch
SECRETARY

Clifford E. Harkins
PRESIDENT

-X-

THE STATE OF TEXAS }

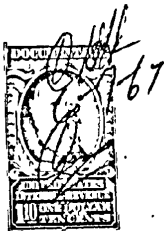
COUNTY OF HARRIS }

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 7th day of

June, A. D. 1967.

Charles Krensch
NOTARY PUBLIC IN AND FOR HARRIS
COUNTY, TEXAS.



FILED FOR RECORD
AT 11 O'CLOCK A. M.

DEC 30 1968

ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
By W. H. Harris Deputy