

RESTRICTIONS AND COVENANTS GOVERNING PROPERTY AND LOTS IN MARVIN'S GARDENS, A SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, WHICH IS OWNED BY MARVIN L. EAVES, JR., VIRGINIA J. EAVES, PAUL A. CONDIT, JR., AND LOIS A. CONDIT OF HARRIS COUNTY, TEXAS.

THE STATE OF TEXAS

COUNTY OF MONTGOMERY | KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS Marvin L. Eaves, Jr., and Paul A. Condit, Jr., being individually and separately owners of all of the lots in Marvin's Gardens Subdivision, a subdivision located in Montgomery County, Texas, a plat of which is recorded and can be found in Volume 9, Page 17 of the Map Records of Montgomery County, Texas, for the purpose of creating and carrying out a uniform plan for the improvements and sale of property and lots in Marvin's Gardens Subdivision, desire to restrict the use and development of said property and lots in order to insure that it will be a restricted residential district;

NOW, THEREFORE, the said owners heretobefore mentioned do hereby impose the following restrictions upon the said property and lots included within Marvin's Gardens Subdivision, which restrictions upon the said property shall constitute covenants running with the land and with each and every property owner or lot owner in Marvin's Gardens Subdivision for their benefit and for the benefit of any mortgagee of any of said lot. Any beneficiary hereunder shall have the right to enforce such restrictions using whatever legal method deemed advisable.

A.

General Land Use

All lots in Marvin's Gardens Subdivision are hereby designated to be used for residential purposes only. No lot shall be used for any business or commercial purpose save and except customary home occupations. All lots shall contain single-family residential structures.

B.

Covenants Applying to Residential Lots

1. Land Use and Building Type:

No lot shall be used for any purpose except for single-family residential purposes. The term residential purposes as used herein excludes churches, hospitals, clinics, apartment houses, boarding houses, hotels, and commercial and professional uses whether from homes, residence or otherwise, save and except customary home occupations. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height and a private garage for not more than three cars and permitted accessory structures. Mobile home type trailers shall not be used for permanent residential dwelling purposes. This does not include the use of camper-trailers for recreational purposes prior to the construction of permanent living quarters.

2. Dwelling Size and Construction:

The livable area of each main single-family residential structure shall not be less than 750 square feet, exclusive of open or screened porches, stoops, open terraces, or garages. All houses shall be constructed of wood, aluminum, or brick veneer siding. No corrugated iron or other metal may be used as a siding on any house. All roofs shall be constructed of a composition roof material or wooden shingles. No corrugated metal roofs shall be constructed on any single-family residential structure or garage whether separated or attached to the single-family residential structure.

3. Location of Building and Other Structures:

No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building lot nearer than 35 feet to the front lot line, nor nearer than 15 feet to any side street lot line, nor nearer than 5 feet to the rear lot line, nor nearer than 5 feet to any side lot line. On all lots detached garages may be located on the rear portion of any lot but no closer than 5 feet to any side lot line or interior lot line except in those instances where the location of the garage in this manner would violate a dedicated easement.

No clothesline shall be constructed, placed or erected in any front yard of any lot nor on any side yard facing a street of any corner lot in this subdivision.

No water well shall be constructed, placed or erected in the front yard of any lot within this subdivision. Residential buildings on corner lots shall face the street upon which the lot fronts as shown by the recorded map of the subdivision. The front of the lot is the property line having the smallest dimension on a street.

No solid fence hedge or any other shrubbery which is more than 3 feet in height shall be located on any corner lot in said subdivision closer than 15 feet to the street corner of said lot.

4. Lot Area and Width:

No lot may be resubdivided in this subdivision.

5. Temporary Structures:

No structure of a temporary character including trailers, tents, shacks, barns or other outbuildings shall be used on any lot at any time as a permanent residence. The use of temporary structures, camper trailers, tents, etc., for recreational purposes prior to the construction of permanent dwelling facilities shall be permitted.

6. Signs:

No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent.

7. Oil and Refining Operations:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derricks or other structures used for boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. This restriction shall not preclude any owner from erecting a water well upon his property or a septic tank system provided that at the time such system is erected there is no established sewerage or water supply system within the subdivision.

8. Livestock and Poultry:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. However, dogs, cats, and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

9. Solid Waste Disposal and Automobiles:

No lot shall be used or maintained as a dumping ground for solid waste. Trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Partially dismantled, inoperative or abandoned automobiles shall not be stored on any premises. All automobiles must be parked in duly constructed driveways or garages. This provision is not to be construed as preventing any lot owner or his designee from conducting emergency automobile repairs on his premises.

10. Sewerage Disposal and Water Supply:

No water wells, cesspools, or other individual sewage systems shall be constructed or used on any lot if such subdivision has an established sewerage and water supply system. No owner may continue to use a water well or septic tank system twenty-four months after such services have been provided by any lawful state, county, municipal or governmental authority.

11. Drainage:

Drainage ditches shall be properly maintained and shall be unobstructed at all times. Any bridge or culvert constructed over property line ditches shall be of concrete pipe and a minimum of 12 inches in diameter unless the depth of the ditch shall require a larger size for proper drainage.

12. Terms:

These covenants of restriction are to run with the land and shall be binding on all the owners of lots in Marvin's Gardens Subdivision and all persons claiming under them until January 1, 1992, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots is filed for record in Montgomery County, Texas, altering, rescinding, or modifying said covenants and restrictions in whole or in part.

13. Right of Mortgagee:

Any violation of any of the easements, agreements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or effecting the rights of any mortgagee, guarantor, or trustee under any mortgage or deed of trust outstanding against the lot, at the time that the easement, agreements, restrictions, reservations or covenants are violated.

14. Enforcement:

The covenants, reservations, easements, and restrictions set out herein are for the benefit of the undersigned, their heirs, successors and assignees and equally for the benefit of any subsequent owners of a lot or lots in Marvin's Gardens Subdivision and their heirs, executors, administrators and assignees. Accordingly, all of the covenants, reservations, easements and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by anyone or more of said parties as well as any governmental unit having jurisdiction within said subdivision.

15. Severability:

The invalidity, abandonment or waiver of any one of these covenants, reservations, easements, and restrictions shall in no way affect or impair the other covenants, restrictions, easements and reservations which shall remain in full force and effect.

16. Easements:

There are dedicated and reserved permanent and unobstructed easements as shown on the recorded plat of Marvin's Gardens Subdivision across certain designated portions of various lots, under and through which to construct and maintain water, telephone, and electric light services and other public utilities, which easements shall be a burden and charge against said lots in Marvin's Gardens Subdivision by whomsoever owned. There is also dedicated and reserved an unobstructed aerial easement for utilities 5 feet wide and 20 feet above the ground upward on all easements shown on the above-mentioned recorded plat.

17. Reservations:

The following reservations and easements shall be considered a part of and be construed as being adopted in each and every contract, deed or other conveyance executed or to be executed in the conveyance of the various lots in Marvin's Gardens Subdivision.

C.

Utilities

1. Marvin's Gardens Land Company, Marvin L. Eaves, Jr., its successors and assigns, shall have the right to construct, erect, and maintain over, along, upon and under as shown on the abovementioned subdivision plat of Marvin's Gardens Subdivision, wires, poles for the purpose of constructing and maintaining a system of electric lights, power, telegraph and telephone lines and connections. Said persons shall have the right to construct, lay, and maintain along, in and under any and all of said streets, lanes, drives, roads, easements and reserve areas all pipes, conduits, valves and other necessary and proper equipment for the construction of systems of sewage collection and treatment and water supply (retaining also the right to grant or deny

areas beyond said subdivision connections privileges on said sewerage or water systems), gas, light and power, telegraph and telephone service and other utilities to the subdivision and the lot owners therein; and for all other purposes incident to the development and use of said property as a community unit and subdivision. Marvin's Gardens Land Company and Marvin L. Eaves, Jr., shall have the right to transfer any of these rights to any lawful government agency or private authority wishing to develop any of the said utilities within Marvin's Gardens Subdivision.

2. It is agreed and understood that the title conveyed to any lot or parcel in land in said subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, electric lights, electric power or telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Marvin's Gardens Land Company, Marvin L. Eaves, Jr. or any public utility companies through, along, or upon any portion of the herein above-mentioned streets, drives, lanes, roads, easements and reserve areas and the right to maintain, repair, sell or lease such lines, utilities, and appurtenances is hereby expressly reserved by Marvin L. Eaves, Jr. and Marvin's Gardens Land Company.

DATED this 3 day of March, 1972.

Paul A. Condit, Jr.
Paul A. Condit, Jr.
Lois A. Condit
Lois A. Condit

MARVIN'S GARDENS LAND COMPANY
By Marvin L. Eaves, Jr.
Marvin L. Eaves, Jr., Pro Se and as agent
for Marvin's Gardens Land Company
Virginia Jade Eaves
Virginia Jade Eaves

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority on this day personally appeared Paul A. Condit, Jr., Lois A. Condit, and Marvin L. Eaves, Jr., pro se and as agent for Marvin's Gardens Land Company, Virginia J. Eaves, 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 considerations therein expressed and in the capacity therein stated and is the act and deed of said persons.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of March, 1972.



Elydie R. Brandes
Notary Public in and for Harris County,
Texas

FILED FOR RECORD
AT 4 O'CLOCK P M.

MAR - 6 1972

ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
By [Signature] Deputy

**AMENDMENT TO RESTRICTION AND COVENANTS GOVERNING
PROPERTY AND LOTS IN MARVIN'S GARDENS,
9764004 a subdivision in MONTGOMERY COUNTY, TEXAS**

305-00-2356

STATE OF TEXAS

COUNTY OF MONTGOMERY

WHEREAS, We, the undersigned, being a majority of the owners of lots within Marvin's Gardens, a subdivision in Montgomery County, Texas, desire to amend the Restrictions and Covenants Governing Property and Lots in Marvin's Gardens, a subdivision in Montgomery County, Texas, said Restrictions and Covenants being filed of record in Volume 765, Page 361 of the Deed Records of Montgomery County, Texas.

WHEREAS, § B12 TERMS of said Restrictions provide that a majority of owners of lots may amend the covenants and restrictions in whole or in part,

NOW THEREFORE, the following Sections (§) of the Restrictions And Covenants Governing Property and Lots in Marvin's Garden's are hereby amended to read as follows:

§ B: COVENANTS APPLYING TO RESIDENTIAL LOTS:

1. Land Use and Building Type.

No lot shall be used for any purpose except for single-family residential purposes. The term residential purposes as used herein excludes churches, hospitals, clinics, apartment houses, boarding houses, hotels and commercial and professional uses whether from homes, residential or otherwise, save and except customary home occupations. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height and a private garage for not more than three cars and permitted accessory structures.

Mobile Homes, house trailers and other structures generally classified as manufactured housing are specifically permitted.

2. Dwelling Size and Construction.

This Section is hereby deleted from the Restrictions and Covenants.

3. Location of Building and Other Structures:

No building shall be located on any lot nearer to the front lot line or nearer to the side street lot line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building lot nearer than 35 feet to the front lot line, nor nearer than 15 feet to any side street lot line, nor nearer than 5 feet to the rear lot line, nor nearer than 5 feet to any side lot line. On all lots detached garages may be located on the rear portion of any lot but no closer than 5 feet to any side lot line or interior lot line except in those instances where the location of the garage in this manner would violate a dedicated easement.

No clothesline shall be constructed, placed or erected in any front yard of any lot nor on any side yard facing a street or any corner lot in this subdivision.

No water well shall be constructed, placed or erected on any lot within this subdivision except as directed and permitted by the agencies of the County of Montgomery, and State of Texas, having jurisdiction thereof. Residential buildings on corner lots shall face the street upon which the lot fronts as shown by the recorded map of the subdivision. The front of the lot is the property line having the smallest dimension on a street.

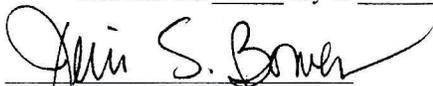
No solid fence hedge or any other shrubbery which is more than 3 feet in height shall be located on any corner lot in said subdivision closer than 15 feet to the street corner of said lot.

8. Livestock and Poultry.

This section is hereby deleted from the restrictions and covenants.

The Restrictions and Covenants Governing Property and Lots in Marvin's Gardens as amended hereby shall remain in full force and effect.

Executed this 1st day of October, 1997.



Jerri ~~Jerry~~ S. Bowen



Brett C. Bowen

Owners of Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, MARVIN'S GARDENS.



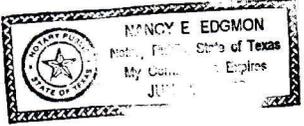
E.P. Frazier

Owners of Lots 5, 6, 8, 9, 10, 33, 35, 36 and 38, MARVIN'S GARDENS

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, or photo copy, discolored paper, etc. All brackets, additions and changes were present at the time the instrument was filed and recorded.

The State of Texas
County of Montgomery

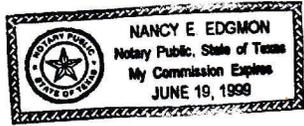
This instrument was acknowledged before me on the 1st day of October, 1997
by Jerri S. Bowen and Brett C. Bowen.



Nancy E. Edgmon
NOTARY PUBLIC, STATE OF

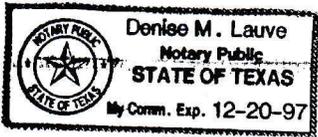
Printed Name of Notary Public

My Commission Expires:



The State of Texas
County of Montgomery

This instrument was acknowledged before me on the 11th day of September, 1997
by E. P. Frazier.



Denise M. Lauve
NOTARY PUBLIC, STATE OF Texas

Denise M. Lauve
Printed Name of Notary Public

My Commission Expires:
12-20-97

Return To:
B.C. Bowen
Pt. 3 Box 47B
Montgomery, TX 77356

FILED FOR RECORD

97 OCT -6 AM 9:25

MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS

[Signature]
DEPUTY

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

OCT - 6 1997



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

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Mrs. C. Y. Field

15591

-To-

The State of Texas §
County of Montgomery §

Styles & Erickson,

Know all men by these presents:

That Mrs. C. Y. Field, of the County of Montgomery, State of Texas, in consideration of the legal services of Styles and Erickson, a law firm, located in Bay City, Matagorda County, Texas, has granted, sold and conveyed, and by these presents does bargain, grant, sell and convey, unto the said Styles and Erickson an equal 1/4 undivided interest in and to all the natural gas, oil, petroleum, coal, and other minerals and mineral substances in, on and under the following described lot, tract or parcel of land lying and being situated in Montgomery County, Texas, being more fully described as follows: Being Two Hundred (200) acres of land out of and a part of the William Atkins League, Abstract Numbered 3, situated in the County of Montgomery, in the State of Texas, to-wit:

FIRST TRACT: One Hundred Thirty-three (133) acres of land described as follows: Beginning at the West corner of a certain 100 acre tract survey sold by William Adkin to Charles and August Yokis, a pine 20 inches in dia. mkd. on all the cardinal sides J.H; Thence S. 45 W. with that belonging to A. W. Gafford 1000 vrs. set a stake from which a Post Oak 10 inches in dia. brs. S. 45 W. 2 vrs. distant; Thence South 45 E. 751 vrs. to a stake from which a pine 24 inches dia. mkd. brs. S. 45 E. 10 vrs; Thence N. 45 E. 1000 vrs. to the South corner of the Yokis Survey; Thence N. 45 W. with said survey 751 vrs. to the beginning, containing 133 acres of land, and being the same land described in a deed from J. P. Willis & Ero. Inc., to C. Y. Field, recorded in Volume 31, on pages 426 and 427 of the Deed Records of Montgomery County, Texas, and being also described as "First Tract" in deed from M. A. Anderson, Sheriff of Montgomery County, Texas, to C. Y. Field, dated October 5th 1915, recorded in Volume 83, pages 380 et seq., of the Deed Records of Montgomery County, Texas, to which Deeds and their record reference is hereby had and made for more particular description.

SECOND TRACT: Forty-nine and 7/10 (49.7) acres of land being out of and a part of a tract of 73.7 acres of land described in deed from F. A. Talley to C. Y. Field, recorded in Vol. 76, page 124 of the Deed Records of Montgomery County, Texas, and also being part of "Second Tract" described in deed from M. A. Anderson, Sheriff of Montgomery County, Texas, to C. Y. Field, dated October 5th 1915, recorded in Volume 83, page 380 et seq., of the Deed Records of Montgomery County, Texas, and being and is described as follows: Containing 73-7/10 acres of land, Beginning corner of this 73-7/10 acres tract, Robert Sheffields N. W. corner a stake a Black Gum 24 in dia. mkd. X. brs. S. 40 deg. E. 1/4 varas; Thence S. 14 deg. E. with Sheffield's W. boundary line 490 varas to a rock at his S. W. corner; Thence West 646 vrs. to a wire fence owned by C. Y. Field and an old pine knot corner, a pine 11 in dia. mkd. X. brs. N. 50 deg. W. 5-1/2 vrs. a pine 12 in dia. mkd. X. brs. South 45 deg. E. 5 vrs; Thence N. 8-1/2 deg. W. 678 vrs. to a pine knot on the S. E. boundary line of the Talley Old Home Place, a Pine 10 inches in dia. mkd. X. brs. N. 66-1/2 deg. E. 5-8/10 vrs; Thence S. 45 deg. E. 735 vrs. to a stake for corner, a Red Oak 18 in dia. mkd. X. brs. W. 6 vrs; Thence N. 45 deg. E. 164 vrs. to the place of beginning, containing 73-7/10 acres of land, Save and Except from the two foregoing described tracts of land, twenty-four acres thereof heretofore sold and conveyed by C. Y. Field to J. E. Sunday by deed dated the 17th day of October, A. D. 1912, and duly recorded in Vol. 76, page 197 of the Deed Records of Montgomery County, Texas, to which deeds and the record thereof reference is here made for a more particular description and identification of the Twenty-four acres of land saved and excepted herefrom.

THIRD TRACT: Seventeen and 3/10 (17.3) acres of land out of and a part of a tract

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of 66-2/3 acres described as "Seventh Tract" in said deed from M. A. Anderson, Sheriff of Montgomery County, to C. Y. Field, dated October 5th 1915, and recorded in Volume 83, pages 380 et seq. of the Deed Records of Montgomery County, Texas, said 17.3 acres being in the form of a parallelogram extending entirely across said tract in a Northwesterly and South-easterly direction and being the most Southwesterly 17.3 acres off of said tract of 66-2/3 acres and being the 17.3 acres adjoining the hereinabove described 182.7 acres of land.

Said Two Hundred (200) acre homestead herein described and set apart being in one body of land, each tract described joining the other.

Together with the right to enter thereon, open mines, drill wells, lay pipes and erect all structures and appliances necessary or convenient in searching for, procuring, caring for, storing, and removing any natural gas, oil, petroleum, or other minerals or mineral substances of whatever nature and kind whatsoever that may be found thereon, or thereunder, and to erect telephone and telegraph lines for use in the business thereon together with the right to remove any and all fixtures placed thereon.

It is expressly understood and agreed by the parties to this conveyance that the above described land and particularly the surface of the same is conveyed only for the purpose and use therein set forth and no other. It is further agreed and understood that this conveyance is subject to the terms and provisions of any lease executed by Mrs. C. Y. Field, or other owners prior to Mrs. C. Y. Field, such lease, if any, being for oil and gas purposes.

This property being conveyed have and to hold the same unto the said Styles and Erickson, their heirs, administrators and assigns forever for the purpose hereinabove set out. I do bind myself, my heirs, executors and administrators to warrant and forever defend all and singular said gas, oil, petroleum, coal and mineral rights herein conveyed unto the said Styles and Erickson, their heirs and assigns against a lawful claim of every person claiming or to claim the same. Witness my hand this 4th day of October A. D. 1933.

(50¢ I.R.D.S. Att. & Can.) Mrs. C. Y. Field.
(6- 9- 34 S. & E.

The State of Texas }
County of Montgomery }

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mrs. C. Y. Field, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 4th day of October A. D. 1933. My commission expires June 1st 1935.

(Seal) Adah M. Park, Notary Public in and for
Montgomery County, Texas.

Filed for Record June 11th 1934 at 8 o'clock A. M.

Recorded July 11th 1934 at 4-15 o'clock P. M. C. B. Stewart Clk. C. C. M. C.

15598

James E. Whitehead

-To-

Brown & Wheeler, Inc.,

This agreement made this 8th day of June 1934, between James E. Whitehead, of Houston, Harris County, Texas, Lessor (whether one or more) and Brown & Wheeler, Inc., of Houston, Texas, Lessee, W I T N E S S E T H:

1- Lessor in consideration of Ten and no/100 Dollars, (\$10.00) in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, pros-