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151-81-0157

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LIVE OAK LAND CORPORATION

TO
LAWRENCE LIND AND
MICHAEL FITZMAURICE

GENERAL WARRANTY DEED
WITH VENDOR'S LIEN

THE STATE OF TEXAS :
COUNTY OF HARRIS :

KNOW ALL MEN BY THESE PRESENTS: That LIVE OAK LAND CORPORATION, A Texas Corporation, acting herein by and through the undersigned duly authorized officers, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash and other good and valuable considerations to it in hand paid by LAWRENCE LIND and MICHAEL FITZMAURICE, of Harris County, Texas, hereinafter called Grantees, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by Grantees herein of one certain promissory note in the principal sum of Three Hundred Twenty Thousand Six Hundred Forty-three and 38/100 (\$320,643.38) Dollars of even date herewith payable to the order of Grantor herein bearing interest at the rate therein provided, the principal and interest thereof being due and payable as therein provided, said note containing reasonable attorney's fees clauses not to exceed Ten (10%) per cent and various accelerated maturity clauses in the case of default and is secured by Vendor's Lien and superior title retained herein upon the hereinafter described and conveyed property and is also secured by a Deed of Trust of even date herewith to J. Michael Lytle, Trustee, to which reference is hereby made for all purposes, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL and CONVEY unto the said Grantees, the following described property, together with all improvements situated thereon, to-wit:

A 116.07 acre tract of land out of a 354.100 acre tract with the said 116.07 acre tract containing 103.443 acres of land in the Samuel Young Survey, Abstract 942, Harris County, Texas; 10.354 acres of land in the John McCormick Survey, Abstract 571, Harris County, Texas; and 2.273 acres of land in the John Ivy Survey, Abstract 477, Harris County, Texas. Said 116.07 acre tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

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This conveyance is made subject to and the Grantees do not assume payment of the unpaid balance of that certain \$73,487.82 indebtedness described in and secured by Vendor's Lien retained in Deed dated May 4, 1978, filed under Harris County Clerk's File No. F-588840, from Floridell Nichols to Live Oak Land Corporation securing the payment of \$73,487.82, payable to Floridell Nichols and Deed of Trust of even date therewith to Clifton A. Goodwin, Trustee, filed for record under Harris County Clerk's File No. F-588770, but Grantor as well as any other owner and holder of Grantees' \$320,643.38 note shall have the responsibility to pay any and all installments falling due thereon as and when due, and, so long as Grantees are not in default in the payment of Grantees' aforesaid \$320,643.38 note, or in default in the performance of the covenants of the Deed of Trust securing said note, Grantees shall have the right to pay any installment or installments and to receive credit upon Grantees' \$320,643.38 note for all sums so paid, and in such manner as Grantees shall direct, as of the date of such payment and Grantees shall have the right to cure any default in the Deed of Trust given as security for said \$73,487.82 Note.

Grantees, their heirs and assigns, shall have the right to obtain Partial Releases of the liens securing the above described purchase money note given this date by Grantees to Grantor, and the owners or holders of said note shall be obligated to execute Partial Releases each time a request is made, upon the following terms and conditions:

- a) So long as Grantees shall not be in default in the payment of the Note, or in the observance or performance of the provisions of the Deed of Trust securing its payment, Grantees, from time to time, shall be entitled to receive and Grantor shall execute and deliver to Grantees, recordable Partial Releases of Lien, covering portions of the Premises, upon the payment by Grantees on the principal of the Note, whether as scheduled or in prepayment, of the following amounts in the manner hereinafter described.
- b) Grantees shall not be entitled to the release of any portion of the Premises as a result of Grantees' payment of the downpayment to Grantor.
- c) Grantees shall be entitled to releases of portions of the Premises upon payment on the principal of the Note of any amount determined as follows:

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Grantees shall be entitled to release portions of the Premises upon payment of a principal amount equal to \$4,062.00 times the number of acres to be released, plus the accrued interest due on such principal sum. No tract shall be released containing less than one (1) acre. Tracts may be released in any configuration or order provided that no tract may be released unless same abuts on a cleared, graded and ditched roadway.

d) All prepayments to principal shall be applied to the next maturing principal installment or installments due on the Note and all principal installments made as scheduled on the Note, together with any prepayments made thereunder, that are not applied at the time such payments are made for the purpose of securing Partial Releases, shall accrue to and be applied as a part of the amounts required to secure future Partial Releases in accordance with the terms herein provided.

e) The cost of furnishing such Partial Releases shall be borne by Grantees. All requests for releases shall be accompanied by (1) a plat, field notes and a calculation of the area of the parcel to be released (all prepared by a registered surveyor or engineer) and (2) a form of Partial Release to be executed by Grantor.

f) No Partial Release shall in any way impair or affect the validity, priority or standing of the Vendor's or Deed of Trust liens securing the Note as to the portion of the Premises not so partially released, regardless of who may own the same or any part thereof, or the order of their alienation or acquisition.

g) All unreleased parcels shall have reasonable access to a cleared, graded, and ditched roadway, said roadway being located within the boundaries of a dedicated Sixty (60) foot wide road easement.

h) Simultaneously with the execution and delivery of each Partial Release, Grantor as well as any other owner and holder of Grantees' \$320,643.38 Note shall be obligated to furnish a Partial Release covering the identical property from the liens securing payment of the hereinbefore described \$73,487.82 Note payable to Floridell Nichols.

Grantor reserves unto itself, its successors and assigns, all of the oil, gas, and other minerals (excluding iron ore) in, on, under, and that may be produced and saved from the subject property, subject to the prior outstanding mineral interests described in Exhibit "B" attached hereto, but neither Grantor, its successors or assigns shall conduct on or from the surface of the property herein conveyed, or any part thereof, any drilling operations of any character for the extraction of oil, gas or other minerals; and all such operations shall be conducted on and from two (2) approximate five (5) acre drillsites described by metes and bounds in Exhibit "C" attached hereto and made a part hereof, but which drillsites are not being conveyed herein. Any and all such extraction operations shall be by drilling (including directional drilling) conducted in such manner as not to disturb the surface of any portion of the

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property conveyed herein. However, this paragraph shall not prevent the production of minerals by pooling with other lands in the vicinity provided no portion of the surface of the property conveyed herein is disturbed.

There is hereby imposed upon the property herein conveyed those certain restrictions set forth in Exhibit "D" attached hereto and made a part hereof and this conveyance is expressly made and accepted subject to said restrictions. Said restrictions shall also apply to the two (2) approximate five (5) acre drillsites described by metes and bounds in Exhibit "C" attached hereto, except that any portion of said restrictions which do or may prohibit mineral exploration, mining, storage, or production shall not apply to said drillsites. However, said restrictions shall not apply to any additional property owned by Grantor and not conveyed herein.

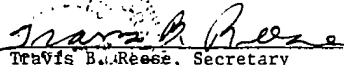
1980 advalorem taxes have been prorated to date hereof and payment of same is expressly assumed by Grantees.

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 Grantor does hereby bind itself, its successors and assigns 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.

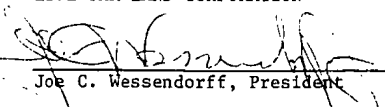
But it is expressly agreed and stipulated that the Vendor's Lien and superior title is retained in favor of Grantor against the above described property, premises and improvements until the above described note and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED, this the 6th day of February, 1980.

ATTEST:


Travis B. Reese, Secretary

LIVE OAK LAND CORPORATION


Joe C. Wessendorff, President

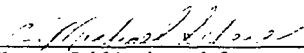
151-81-0161

THE STATE OF TEXAS :

COUNTY OF FORT BEND :

BEFORE ME, the undersigned authority, on this day personally appeared Joe C. Wessendorff, President of LIVE OAK LAND 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 consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of February, 1980.


Notary Public in and for
Fort Bend County, Texas

C. Michael Scherer

TRACT A

151-81-0162

A FIELD note description of a 116.07-acre tract of land out of a 354.100 acre tract with said 116.07 acre tract containing 103.443 acres of land in the Samuel Young Survey, Abstract 942, Harris County, Texas; 10.354 acres of land in the John McCormick Survey, Abstract 571, Harris County, Texas; and 2.273 acres of land in the John Ivy Survey, Abstract 477, Harris County, Texas. Said 116.07 acre tract of land being more particularly described as follows:

FOR a point of connection, begin at a 2½ inch iron pipe found set at the Southeast corner of the Samuel Young Survey, same point being in the West line of Mueschke Road;

THENCE North, along the West line of said Mueschke Road, a distance of 796.0 feet to a 5/8 inch iron pipe found set for the Southeast corner with said corner being the PLACE OF BEGINNING for this survey of a 116.07 acre tract of land;

THENCE North 89° 27' 33" West, a distance of 5443.66 feet to a 5/8 inch iron rod set for a corner;

THENCE South 00° 23' 41" West, a distance of 811.54 feet (called South, 809.24 feet) to a concrete monument found for a corner, and found 1 inch iron pipe, same point being on the common line between the Samuel Young Survey and the John McCormick Survey;

THENCE South 89° 56' 45" East, (called South 89° 59' 19" East, 758.19 feet) along the common line between the Samuel Young Survey and the John McCormick Survey and along the North line of the aforementioned 10.354 acre tract of land, a distance of 758.25 feet to a concrete monument found for the Northeast corner located 5.5 feet south of fence, of said 10.354 acre tract;

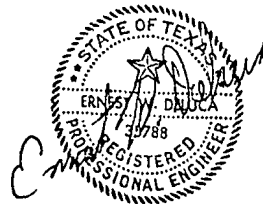
THENCE South 00° 43' 25" East, along the East line of said 10.354 acre tract in the John McCormick Survey, a distance of 494.84 feet (called South 00° 41' 30" East, 494.49 feet) to a 5/8 inch iron rod set for the Southeast corner of said 10.354 acre tract;

THENCE South 89° 42' 24" West, along the South line of said 10.354 acre tract, at 910.68 feet pass the West line of the John McCormick Survey and the East line of the John Ivy Survey, Abstract 477, Harris County, Texas, and continue along the South line of the aforementioned 2.273 acre tract for a total distance of 1105.75 feet to a 5/8 inch iron rod set for the Southwest corner of said 2.273 acre tract;

THENCE North 00° 40' 07" West, along the West line of said 2.273 acre tract, a distance of 501.51 feet (called North 00° 41' 30" West, 500.37 feet) to a concrete monument found for the Northwest corner of said 2.273 acre tract same point being the common line between the John Ivy Survey and the Samuel Young Survey;

THENCE North 89° 59' 22" West, along the common line between the John Ivy Survey and the Samuel Young Survey, a distance of 1344.79 feet (called North 89° 59' 19" West, 1344.85 feet) to a concrete monument found for a corner, same point being the Southwest corner of the Samuel Young Survey and the Southeast corner of the Lawrence Long Survey, Abstract 514, Harris County, Texas;

THENCE North 00° 07' 54" West, along the common line between the Samuel Young Survey and the Lawrence Long Survey, a distance of 116.78 feet (called North, 117.90 feet) to a point for a corner, at which a 5/8 inch iron rod was set;



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THENCE North $44^{\circ} 43' 30''$ East, a distance of 1725.82 feet to a point for a corner at which a 5/8 inch iron rod was set;

THENCE South $89^{\circ} 27' 33''$ East, a distance of 3839.55 feet to a point; being a 5/8 inch iron rod set for corner;

THENCE North $00^{\circ} 32' 27''$ East 100.00 feet to a point for corner;

THENCE South $89^{\circ} 27' 33''$ East 880.86 feet to a point for corner;

THENCE South $00^{\circ} 32' 27''$ West 100.00 feet to a point for corner;

THENCE South $89^{\circ} 27' 33''$ East 1201.29 feet to a 5/8 inch iron rod (set) for corner in the West line of Mueschke Road;

THENCE South, along the West right-of-way line of Mueschke Road, a distance of 530.67 feet to the Southeast corner and PLACE OF BEGINNING of this survey of a 116.07 acre tract of land

REV 1/30/80

RECORDED MEMORANDUM
AT THE TIME OF RECORRATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER, ETC.



EXHIBIT "A" Page 2

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1. 25% interest in all minerals reserved, the royalties, bonuses and rentals as set out in instrument recorded in Volume 3442, Page 101, Deed Records of Harris County, Texas, together with all rights, express or implied, in and to the property conveyed herein arising out of or connected with said interest.
2. 15% interest in all minerals, without the right to use the surface, reserved, the royalties, bonuses and rentals as set out in instrument filed under Harris County Clerk's File No. F-588843, together with all rights, express or implied, in and to the property conveyed herein arising out of or connected with said interest.
3. Terms, conditions and stipulations contained in that certain Mineral Lease dated September 1, 1976 filed for record under Harris County Clerk's File No. E-940561, executed by and between Burt Anderson Nichols and wife, Patsy Ray Nichols, Floridell Nichols and Annie Laura Nichols, as Lessors and Lofco, as Lessee. Said Mineral Lease is now held by McCormick Properties, Inc., by Assignment filed for record under Harris County Clerk's File No. F-010335.
4. Terms, conditions and stipulations contained in that certain Mineral Lease dated September 5, 1972, filed for record under Harris County Clerk's File No. D-729537, executed by and between Burt Anderson Nichols and wife, Patsy Ray Nichols, Floridell Nichols and Annie Laura Nichols, as Lessors and J. B. DeVine, as Lessee. Said Mineral Lease is now held by Bruce Smith by Assignment filed for record under Harris County Clerk's File No. D-748224.
5. Terms, conditions and stipulations contained in that certain Mineral Lease dated September 5, 1972, filed for record under Harris County Clerk's File No. D-729534, executed by and between John Edgar Nichols and wife, Dorothy Nichols, Floridell Nichols and Annie Laura Nichols, as Lessors and J. B. DeVine, as Lessee. Said Mineral Lease is now held by Bruce Smith, by Assignment filed for record under Harris County Clerk's File No. D-748224.
6. Terms, conditions and stipulations contained in that certain Mineral Lease dated September 1, 1976, filed for record under Harris County Clerk's File No. E-940564, executed by and between John Edgar Nichols and wife, Dorothy Nichols, Floridell Nichols and Annie Laura Nichols, as Lessors and J. B. DeVine, as Lessee. Said Mineral Lease is now held by McCormick Properties, Inc., by Assignment filed for record under Harris County Clerk's File No. F-010335.
7. Terms, conditions and stipulations contained in that certain Mineral Lease dated September 5, 1972, filed for record under Harris County Clerk's File No. D-729539, executed by and between Lester Wayne Nichols, as Lessor and J. B. DeVine, as Lessee. Said Mineral Lease is now held by Bruce Smith, by Assignment filed for record under Harris County Clerk's File No. D-748224.
8. Terms, conditions and stipulations contained in that certain Mineral Lease dated September 1, 1976, filed for record under Harris County Clerk's File No. E-940567, executed by and between Lester Wayne Nichols, as Lessor and Lofco, as Lessee. Said Mineral Lease is now held by McCormick Properties, Inc., by Assignment filed for record under Harris County Clerk's File No. F-010335.
9. 40% interest in all minerals, without the right to use the surface, reserved, the royalties, bonuses and rentals as set out in instrument filed under Harris County Clerk's File No. F-588840, together with all rights, express or implied, in and to the property conveyed herein arising out of or connected with said interest.

EXHIBIT "B"

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10. Terms, conditions and stipulations contained in that certain Mineral Lease dated May 12, 1969, recorded in Volume 2231, Page 310, Contract Records of Harris County, Texas, executed by and between Floridell Nichols, as Lessor and Robert E. Clevenger, as Lessee and amended by instrument dated September 30, 1969, recorded in Volume 2257, Page 552, Contract Records of Harris County, Texas. Said Mineral Lease is now held by Pan American Petroleum Corporation as set out in Assignment recorded in Volume 2270, Page 221, Contract Records of Harris County, Texas. (NOTE: There is indication of record that Amoco Production Company is the successor in title to the aforesaid leasehold interest.)

11. Terms, conditions and stipulations contained in that certain Mineral Lease dated September 15, 1976, filed for record under Harris County Clerk's File NO. E-940570, executed by and between Floridell Nichols, as Lessor and Lofco, as Lessee. Said Mineral Lease is now held by McCormick Properties, Inc., as set out in Assignment filed for record under Harris County Clerk's File No. F-010335.

12. Terms, conditions and stipulations contained in that certain Mineral Lease dated November 16, 1955, recorded in Volume 935, Page 732, Contract Records of Harris County, Texas, executed by and between Harvey C. Nichols and wife, Edna I. Nichols as Lessor and R. C. Hudson and A. E. Masterson, as Lessees.

13. Visible and apparent easements and or rights of way on or over the subject property.

14. Road, utility, and drainage easements conveyed by Live Oak Land Corporation to Lawrence Lind and Michael Fitzmaurice by easement dated February 6, 1980, together with all terms, provisions, and reservations set forth in said instrument.

EXHIBIT "B"

Page 2

151-81-0166

A FIELD NOTE DESCRIPTION of a 5.052 Acre tract of land being part of a 354.1 Acre tract of land with said 354.1 Acre tract being in the Samuel Young Survey, Abstract 942, Harris County, Texas; in the John McCormick Survey, Abstract 571, Harris County, Texas; and in the John Ivy Survey, Abstract 477, Harris County, Texas. Said 5.052 Acre tract of land being in the Samuel Young Survey and being more particularly described as follows:

For a point of connection, begin at an iron pipe found set at the Southeast corner of said Samuel Young Survey, same point being in the West line of Mueschke Road;

Thence North, along the West line of Mueschke Road, at 796 feet pass an iron pipe found set for the Southeast corner of said 354.1 Acre Tract, and for a total distance of 1326.67 feet to a point in the West line of Mueschke Road;

Thence North $89^{\circ} 27' 33''$ West, a distance of 3324.62 feet to a point for the Southeast corner and place of beginning of this survey of a 5.052 Acre tract of land;

Thence North $89^{\circ} 27' 33''$ West, a distance of 414.7 feet to a point for the Southwest corner of this 5.052 Acre tract of land;

Thence North a distance of 530.67 feet to a point for the Northwest corner of this 5.052 Acre tract, the point being on the South line of a 50 Acre tract;

Thence South $89^{\circ} 27' 33''$ East, along the South line of said 50.0 Acre tract, a distance of 414.7 feet to a point for the Northeast corner of this 5.052 Acre tract;

Thence South, a distance of 530.67 feet to a point for the Southeast corner and place of beginning of this survey of a 5.052 Acre tract of land.

151-81-0167

A FIELD NOTE DESCRIPTION of a 5.00 Acre tract of land being part of a 354.1 Acre tract of land with said 354.1 Acre tract being in the Samuel Young Survey, Abstract 942, Harris County, Texas; in the John McCormick Survey, Abstract 571, Harris County, Texas; and in the John Ivy Survey, Abstract 477, Harris County, Texas. Said 5.00 Acre tract of land being in the Samuel Young Survey and being more particularly described as follows:

For a point of connection, begin at an iron pipe found set at the Southeast corner of said Samuel Young Survey, same point being in the West line of Mueschke Road;

Thence North, along the West line of Mueschke Road, at 796 feet pass an iron pipe found set for the Southeast corner of said 354.1 Acre tract, and for a total distance of 1326.67 feet to a point in the West line of Mueschke Road, same point being the Southeast corner of a 111.0 Acre tract and the Northeast corner of a 114.05 Acre tract;

Thence North $89^{\circ} 27' 33''$ West, a distance of 5921.7 feet to an angle point;

Thence North $45^{\circ} 16' 30''$ West, a distance of 518.26 feet to an angle point;

Thence North, a distance of 1691.02 feet to a point for the Southwest corner and place of beginning of this survey of a 5.00 Acre tract of land;

Thence North, a distance of 257.38 feet to a point for the Northwest corner of this 5.00 Acre tract of land;

Thence East, a distance of 846.24 feet to a point for the Northeast corner of this 5.00 Acre tract;

Thence South, a distance of 257.38 feet to a point for the Southeast corner of this 5.00 Acre tract;

Thence West, a distance of 846.24 feet to a point, same point being the Southwest corner and place of beginning of this survey of a 5.00 Acre tract of land.

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1. No cess pools shall ever be dug, used, or maintained on the property, and whenever a residence is established thereon all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connections therewith. 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 walkways.
3. The property shall be used for residential and light commercial purposes only. Light commercial purposes shall include, but not be limited to, usage of buildings for retail sale of goods, wares and merchandise, professional and personal services, motels, service stations, and restaurants.
4. No 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.
5. No mobile homes shall be allowed or maintained on the property for dwelling purposes or otherwise.
6. No residence shall be erected or placed upon the property herein restricted as residential property which does not contain at least 1500 square feet of area exclusive of porches and garages. "Residential Property" is defined herein as the erection thereon of a first-class private residence, apartment or duplex, with the customary outbuildings, garage and servant's houses. No corrugated iron roll siding, tar paper or similar composition will be allowed for exterior finishing materials. The exterior of a residence must be completed and finished within 18 months from the date construction is commenced thereon.
7. No hogs, goats or other animals, generally considered to be undesirable in a residential subdivision, shall be raised, bred or kept on the property except that cattle, horses, dogs, cats or household pets may be kept; provided that such maintenance be limited to a maximum of three (3) animals per square acre.
8. No noxious or offensive trade or activity shall be maintained upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. The Purchaser of each tract or parcel of land in the Subdivision 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 the property, in default of which the Owners, or their assigns, may cut such grass or weeds or remove such trash, junk or unsightly objects and; bill such Purchaser for the charge incurred.
10. No sign of any kind shall be displayed to the public view on the property without written permission from the Owners herein.
11. No tree or trees shall be sold, cut or removed from this property over 10 inches in diameter without written permission from the Owners herein; until the Purchaser shall obtain title to the tract free and clear of any lien held by the Owners to secure the purchase price thereof.

EXHIBIT "D"
Page 1

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12. No noxious or offensive activity shall be maintained on this land, nor shall anything be done thereon which may be or may become an annoyance or nuisance such as an automobile graveyard, garbage or rubbish dumping ground, oil and mining operation. The property and the public road in front of each tract shall be kept free of litter or trash.
13. These restrictions and covenants are to run with the land, and shall be binding on all of the parties and all persons until December 31, 1989, 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 tracts in the Subdivision agree to change the covenants for restrictions, in whole or in part.
14. Purchasers of individual tracts in the Subdivision accept the same SUBJECT to the above set out restrictions, easements and covenants running with the land, and each, covenants with their respective grantors that they will, and that their successors, heirs, and assigns, shall faithfully observe and perform such restrictions and conditions and each of them and if any buyer or any person claiming under such buyer, 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 tract to institute and prosecute appropriate proceedings at law or in equity, including the right of injunctive relief, for the wrong done or attempted.
15. The Purchasers of tracts in the subdivision agree that nothing may be done by them, their grantees or assigns which would result in changing or altering or interfering with existing drainage or water across the subdivision or property adjacent thereto.
16. Invalidation or any of these covenants by legal 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.
17. At times designated by the Owners of the Subdivision, each Purchaser of a tract or parcel of land therein, shall pay a sum not exceeding \$5.00 per acre on the first day of each calendar month for general maintenance of the Subdivision but not including garbage pick-up. The fund will be collected and administered temporarily by the present Owners of the Subdivision until some community organization is organized and operated by a majority of the Purchasers of the separate tracts or parcels of land therein for that purpose.
18. No tract can be subdivided into parcels of less than one (1) acre and each tract must have a sixty (60) foot road constructed to equal or greater specifications as roads constructed by the developer fronting each tract. All such subdivisions must have the written approval of the owners.

RETURN TO:

C. Michael Scherer
Box 367
Richmond, Texas 77469

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

FEB 14 1980



Quinta Lockman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

EXHIBIT "D"
Page 2

FILED
FEB 14 3 08 PM 1980
Quinta Lockman
COUNTY CLERK
HARRIS COUNTY, TEXAS

N374792

004-56-0551

Amended

AMENDMENT TO
RESTRICTIONS AND AGREEMENT ESTABLISHING
MAINTENANCE CHARGE FOR PLAZA 290

STATE OF TEXAS

COUNTY OF HARRIS

10/22/91 00424901 N374792 \$ 21.00

That, Stuart & Hill, Inc., A Texas Corporation, hereinafter called Grantor, being the owner of more than sixty percent of the lots in that certain subdivision known as PLAZA 290 according to the plat of said unrecorded subdivision in Harris County, Texas, those certain Restrictions of record in Harris County, Texas, for the benefit of the present and future owners of said lots, does hereby adopt and establish the following reservations, restrictions, covenants, easements, liens and charges as if set out in full in said contract or deed or referred to in any contract or deed. The Amended Restrictions and Agreements Establishing Maintenance Charge for PLAZA 290 Subdivision shall read as follows:

RESERVATIONS

In authenticating the subdivision map, there shall be and are hereby reserved by Grantor the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Grantor in the conveyance of said property or any part thereof;

1.

GRANTOR reserves the necessary utility easements and rights-of-way, as shown on the aforesaid map or PLAZA 290 subdivision, unrecorded in Harris County Map Records to which map and the record thereof reference is here made for all purposes, which easements are reserved for the use and benefit of any public utility operating in Harris County, Texas, as well as for the benefit of GRANTOR and the property owners in the subdivision to allow for the construction, maintenance and operation of a system of electric lights and power, telephone lines, gas, water, sewers, fences, streets, walks, gates or any other utility or service which GRANTOR may find necessary for the purpose of proper service of lots in said Subdivision.

2.

Neither GRANTOR nor any utility company using the above mentioned easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers, or other property of the owner situated on the land covered by said easements.

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3.

It shall be and is expressly agreed and understood that the title conveyed by GRANTOR to any lot or parcel of land in the PLAZA 290 subdivision, by contract, deed or other conveyance shall not in any event be held or construed to include the title to the fences, entrance markers, walks, water, gas, sewer, electric light, electric power, or telephone lines, poles or conduits or any other utility or appurtenances thereon constructed by GRANTOR or public easements, premises or any part thereof to serve said property or any other portions of PLAZA 290 subdivision and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any public service corporation, or to any party is hereby expressly reserved for purposes of providing public services.

PLAZA 290 SUBDIVISION COMMITTEE

PLAZA 290 Subdivision Committee is hereby created consisting of three (3) members to be selected by the majority of lot owners in PLAZA 290 Subdivision.

The Committee shall function as PLAZA 290 representatives of all of the property owners in PLAZA 290 Subdivision to assure against depreciation of property values in said addition by giving its attention to the matters hereinafter set out as proper functions of said Committee, and shall be authorized to:

1. Collect and expend, in the interest of the subdivision as a whole, the Maintenance Fund hereinafter created.
2. Enforce, by appropriate proceedings, these covenants and restrictions.
3. Enforce or release any lien imposed on any part of this subdivision by reason of violation of any of these covenants or restrictions, or by reason of failure to pay the maintenance charges herein provided for.

MAINTENANCE CHARGE

Each lot or building site conforming to the provisions of Paragraph IV of the Section hereof entitled "Restrictions", may, by majority vote of the Committee, be subjected to a monthly maintenance charge for the purpose of creating a fund to be known as the "MAINTENANCE FUND", to be paid by owners of each and all the sites in said subdivision monthly, in advance. Said fund shall be used to do anything necessary or desirable, which in the opinion of the committee will keep the property neat and presentable, or for any other purposes which the committee considers will benefit the owners of property in PLAZA 290 Subdivision. The Maintenance Fee is \$10 per month. It may be raised according to the consumer price index.

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To secure the payment of the Maintenance Charge levied against each lot or building site, a vendor's lien shall be reserved in favor of the Committee in the deed from Grantor. Or should such deed fail to reserve the lien, such lien is hereby created against all lots or building sites as though it had been reserved, and shall be enforceable by appropriate proceedings at law by the Committee. Such fee shall be assessed by the PLAZA 290. Subdivision Committee.

RESTRICTIONS

No buildings or structures (including, but not by way of limitations, air conditioning towers and swimming pools) or any additions thereof, or any alterations thereof, shall be erected, renovated, or constructed, placed or suffered to remain upon said premises until the Committee or anyone unto whom the Committee may delegate such rights, shall have together with the outside color scheme, which plans and specifications must accurately reflect the single locations, type and cost of structure, including the materials to be used in any improvements contemplated, together with an accurate plot plan showing the grading plan of the lot, the grade elevations of said buildings and structures, and the location of same with respect to the lot lines, and front and side set back lines, and the outside color scheme to be used on any improvements to be erected in PLAZA 290 Subdivision. A true copy of all such plans and specifications and details shall be lodged permanently with the Committee and any buildings or improvements which are thereafter erected, shall conform in detail to such plans and specifications; provided, however, that the Committee must give its disapproval of such plans and specifications in writing within fifteen days after submission of same or its approval shall be implied.

All front building lines shall be as shown on the plat referenced above. All buildings shall be located at least 10 feet from a side lot line and 10 feet from a rear lot line. Lot lines shall be the perimeter property lines of property where more than one lot is single ownership.

2.

If any two or more lots or fractions thereof are consolidated into one homesite, in conformity with the provision of Paragraph 3 hereof, the building set back restrictions shall be deemed to apply to such resultant homesite as if it were on one original lot.

3.

Any persons owning a lot or lots in PLAZA 290 Subdivision may subdivide or consolidate such lots into building sites with the privilege of placing or constructing improvements as permitted in the next following paragraph, on each such resulting building site, provided that such subdivision or consolidation conforms to the requirements of Harris County.

4.

Any residence constructed in PLAZA 290 Subdivision must have a total living area of not less than 1,000 square feet, if two story at least 1,000 square feet shall be on the ground exclusive of open or screened porches, terraces, driveways, carports and garages.

5.

All lots or building sites in PLAZA 290 Subdivision except Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 15, 16, 17 and 19 (which

shall be known as commercial lots) all other lots shall be used for single-family residential purposes and commercial. No structure shall be altered, placed, erected or permitted to remain on any lot or building's site except a single-family residence or a business.. All mobilehomes must be skirted and in a neat and clean condition - All mobile homes must be put on the rear 1/3 of the lot.

6.

No structure of at temporary character such as a tent, shack, barn, or other structure or building other than a mobile home, or modular or pre fabricated home shall be erected upon or placed upon said property. No residence, house, garage or other structure appurtenant thereto, shack or other building shall be moved upon any lot or tract from another location except such temporary office buildings, storage areas, portable toilet facilities or sales offices which are temporarily necessary, during the period of and in connection with the sale of lots, construction or selling of other improvements of the property without the express written consent of the Property Owner's Association. No residence shall be placed nearer than twenty-five (25) feet from the front line of any lot or tract, and all outbuildings must be not less than ten feet (10) from the sidelines of any tract or lot or easement thereon. All building exteriors must be completed within fourteen (14) months after foundations are poured or construction commenced and must be constructed of first class materials which have been approved by the Architectural Control Committee of the Property Owner's Association. In the event that any plans or specifications are submitted to the Architectural Control Committee as provided herein, and such submission, approval by the Committee shall be required and full compliance with this section shall be deemed to have been accomplished. All mobile homes must be removed by June 15, 2010.

7.

If the declarant, or any one of the future owners of the Subdivision, their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, then any owner in the Subdivision or any holder of a lien against the property within the Subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person or persons from doing so by prohibitive or mandatory injunction and to recover damages and attorney fees for such violation. It is further stipulated that the invalidations of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in no way affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect. Failure to enforce any covenant, condition, restriction or reservations herein contained shall in no event be deemed a waiver of the right to do so at any time hereafter.

8.

The PLAZA 290 Property Owner's Association shall be organized and formed for the purpose of providing for and promoting the health, safety and welfare of the members, to collect annual maintenance charges, to administer the PLAZA 290 Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep and protection of all property within PLAZA 290 Subdivision and such other purposes as are deemed related thereto. Each owner of a tract or lot shall automatically become a member of the Property Owner's Association and shall remain a member until his ownership ceases. The association shall have two classes of voting membership: (1) Class A members shall be all of the members of the Property Owner's Association with the exception of Declarant. Class A members shall be entitled to one vote for each lot owned in PLAZA 290. When one or more persons holds such interest or interests in any such lot, all such persons shall be members, but they shall only have one vote with the respect to any one lot. (2) Class B members shall be entitled to five votes for each lot in PLAZA 290 Subdivision which it owns. Class B membership shall cease upon the earlier of the following events: (a) total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (b) on September 1, 2000. Upon cessation of Class B membership, Declarant shall be a Class A member of the Property Owner's Association with voting rights based on the total number of lots owned by Declarant.

9.

No oil well drilling, oil development operations, oil refining, sand, stone or mineral quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts shall be permitted on a Lot. No derrick or other structure designed for use in boring for oil, natural gas or other minerals, except temporary drilling rigs for the discovery of water for residential purposes or personal use shall be erected, maintained or permitted on any Lot. No timber larger than six inches (6") in diameter at a height of four feet (4') from the ground may be removed from any Lot, except for the purposes of construction or placing of single family residences or other permitted appurtenances so long as there is alien on any such Lot without specific written approval of the lienholder, which such approval shall not be unreasonably withheld.

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10.

No truck, bus, boat trailer or any commercial vehicle shall be left parked in the street or roadway in front of any Lot except for construction of repair equipment which a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, trailer or any commercial vehicle shall be parked on the driveway or any portion of any Lot closer than fifteen feet (15') from the front property line of any Lot. This provision does not apply to pick up trucks or vans used for personal family transportation.

11.

Definitions as used in this Declaration:

(a) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot in the PLAZA 290 Subdivision in Harris County, Texas; including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

(b) "Property" or "The Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Property Owner's Association.

(c) "Subdivision" shall mean the PLAZA 290 Subdivision according to the map or plat.

(d) "Lot" shall mean and refer to that portion of any of the individually numbered plots of land (numbered 1-31) shown upon the plat and subdivision map or the PLAZA 290 Subdivision.

(e) "Declarant" shall mean and refer to Stuart & Hill, Inc., its successors and assigns, if such successors or assigns shall take over the development of the PLAZA 290 Subdivision in Harris County, Texas.

12.

No sign, advertisements, billboards or advertising structure of any kind may be erected or maintained on any residential lot without the consent in writing of the committee. The Committee shall have the right to remove any such nonconforming sign, advertisement, or billboard or advertising structure which is placed on any lot without such consent and in so doing shall not be liable, and is hereby expressly relieved from any liability, for trespass or any other sort in connection with or arising from such removal.

13.

No radio or television aerial, pole or other framework, structure or device which will project more than ten feet (10') above the upper-most roof line of the residence shall be erected on any lot or attached to any of the improvements thereon without the prior consent of the Committee.

14.

Driveway turnouts or any curb removal and replacement shall be done in accordance with the requirements of the governmental body having jurisdiction.

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15.

No privy, cesspool or water well shall be placed or maintained on any part of the property in PLAZA 290 Subdivision without the consent in writing of the Committee.

16.

No building material of any kind or character shall be placed on the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the site upon which the improvements are to be erected, and shall not be placed in the street or between the street and property line. No stumps, trees, underbrush, scrap materials, or refuse of any kind resulting from the improvements being erected on any site shall be placed on any adjoining sites, streets or easements, and upon the completion of such improvements, such materials shall be removed immediately from the property.

17.

No nuisance shall ever be erected or suffered to remain upon any site or sites in said subdivision, provided, however, that the Committee shall be the sole and exclusive judge as to what constitutes a nuisance.

18.

No trash, manure, garbage, putrescible matter, junk cars, garbage dumps or debris of any kind shall be dumped or permitted to accumulate on any lot nor may any of such materials be burned on the premises except in an incinerator assigned for the purpose and approved by the Committee.

19.

Each owner of a lot in PLAZA 290 Subdivision binds and obligates himself through purchase of such lot to maintain the same at his own cost and expense in a neat and presentable manner. Each lot owner obligates himself to keep the grass, vegetation and weeds on his lot cut as often as may be necessary to keep same in a neat and attractive condition. In the event any purchaser of a lot in PLAZA 290 Subdivision shall, in the opinion of the Committee, fail to maintain his lot in a neat and attractive manner, said Committee will notify such owner in writing of the necessity that the lot be maintained. If within two weeks after such notification mailed to the last address of owner furnished by the owner to the Committee, the request has not been complied with, the Committee is hereby directed to have such work done at the expense of the lot owner, who agrees hereby to pay the same forthwith after completion of the work.

20.

In the event any one or more of these covenants, agreements, reservations, easements, restrictions, or maintenance charges shall become or be held invalid by reason of abandonment, waiver, or judicial decision, same shall in no way affect or impair the validity of the other covenants, agreements, reservations, easements, restrictions, or maintenance charges set out herein, which shall remain in full force and effect.

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21.

If the Grantor herein, or any of its successors or assigns, shall violate or attempt to violate any of the restrictions and covenants herein contained, it shall be lawful for any other person or persons owning property in said subdivision, or for the Committee, on their behalf, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction or covenant either to prevent him or them from doing or to recover damages or other dues for such violation for the benefit of any owners of sites in said subdivision as their interest may appear.

22.

These covenants and restrictions shall run with the land, and shall be binding upon GRANTOR, its successors and assigns, and all persons or parties claiming under it, for a period of ten (10) years from the successive periods of ten years each, unless the ten owners of more than sixty percent of the lots in PLAZA 290 Subdivision as originally platted shall execute and record an instrument to become operative and restrictions in whole or in part, the provisions of said instrument to become operative at the expiration of the ten year period in which it is executed and recorded.

for
STUART & HILL, INC.

By: *Ray M. Schneider*
Ray M. Schneider, President

ATTEST

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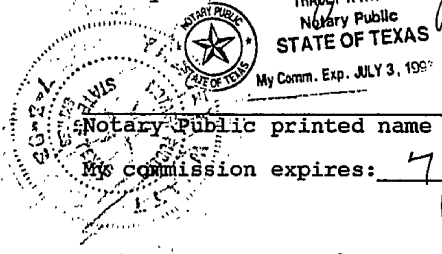
004-56-0559

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Ray M. Schneider, President of Stuart & Hill, 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 consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 07th day of September, A.D., 1991.

Macey Wyatt
Notary Public in and for the State of Texas



Notary Public printed name _____
My commission expires: 7/3/93

PLEASE RETURN to:
STUART and Hill Inc
P. O. Box 13172
Houston, Tx. 77019

FILED FOR RECORD
8:30 A.M.
OCT 22 1991

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
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 Harris County, Texas on

OCT 22 1991



Ante Rodenhauer
COUNTY CLERK,
HARRIS COUNTY, TEXAS

Ante Rodenhauer
County Clerk, Harris County, Texas