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COMPARED

DEED
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DAVID F. DYKE, TRUSTEE

TO

VENDOR'S LIEN DEED

JACK A. MEYER

THE STATE OF TEXAS :

COUNTY OF FORT BEND :

KNOW ALL MEN BY THESE PRESENTS: That I, David F. Dyke, Trustee, hereinafter called Grantor, of the County of Fort Bend and State of Texas, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars and other valuable considerations cash to me in hand paid by Jack A. Meyer, hereinafter called Grantee, the receipt of which is hereby acknowledged, and the additional consideration of Twelve Thousand Seventy-three and 55/100 (\$12,073.55) Dollars is to be paid by said Grantee in accordance with the terms of vendor's lien note of even date herewith, executed by Grantee, and payable to the order of Grantor in monthly installments of Two Hundred Sixty-four and 16/100 (\$264.16) Dollars each, including interest at the rate of Seven and one-half (7 1/2%) per cent per annum, the first of said installments being due and payable on October 10, 1981, and a like installment being due and payable on the 10th day of each month thereafter until said note is fully paid, said note containing prepayment privilege, provision for attorneys fee in event of default, and other provisions, have GRANTED, SOLD, and CONVEYED, and by these presents do hereby GRANT, SELL, and CONVEY Unto the said Grantee of the County of Washington, State of Texas, subject to the exceptions, reservations, easements, restrictions, covenants, and conditions hereinafter set forth and referred to, all that certain tract or parcel of land, together with all improvements situated thereon, being more particularly described as follows, to-wit:

5.084 acre tract of land out of a 230.77 acre tract being out of the original Harvey Bowser 565.6 acre tract (Volume 329, page 94; Deed Records) being in the Noel F. Roberts League, Abstract 79, Fort Bend County, Texas, as more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

This conveyance is subject to easement dated April 6, 1977 from David F. Dyke, Trustee to Houston Lighting and Power Company recorded in Volume 723, page 302 et seq. of the Deed Records of Fort Bend County, Texas.

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This conveyance and the property here conveyed is expressly made subject to the restrictions, conditions, easements, reservations, terms and provisions set forth in "Restrictions" shown in detail in Exhibit "B" attached hereto and made a part hereof for all purposes.

This property here conveyed is expressly subject to Public Road Dedication effective September 18, 1978, executed by David F. Dyke, Trustee, recorded in Volume 810, page 566 et seq. of the Deed Records of Fort Bend County, Texas.

There is excepted from this conveyance a perpetual non-participating royalty interest of a full one-sixteenth (1/16th) of all of the oil, gas, sulphur, and other minerals in, under, produced and to be produced from said land, being the same royalty interest reserved by Florence Esterak in Deed to Frank J. Dyke, Trustee, dated August 3, 1973, recorded in Volume 596, page 869 et seq. of the Deed Records of Fort Bend County, Texas.

In addition to the immediately foregoing royalty exception, Grantor expressly excepts, reserves and retains to himself, his successors and assigns, a perpetual non-participating royalty interest of a full one-sixteenth (1/16th) of all oil, gas, sulphur and other minerals in, under, produced and to be produced from said land; but Grantor shall not have any right to make or join in the execution of any oil, gas, sulphur or mineral lease, nor shall he have any right to participate in any bonus or delay rentals paid under the provisions of any oil, gas, sulphur or mineral lease, Grantee to have the full right to make, execute and deliver oil, gas, sulphur and other mineral leases upon said land, the whole or any part thereof, provided that Grantor shall be entitled to receive a full one-sixteenth (1/16th) of all such oil, gas, sulphur and other minerals produced and to be produced from said land, the whole or any part thereof, free and clear of all costs and expenses.

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 Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions, reservations, easements, restrictions, covenants, conditions and other provisions of this conveyance.

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But it is expressly agreed and stipulated that the vendor's lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon, are fully paid, according to its face and tenor, effect and reading, when this deed shall become absolute.

Payment of said note is additionally secured by a Deed of Trust of even date herewith, executed by Grantee to Walton S. Roberts, Trustee, conveying the above described property.

Ad valorem taxes on subject property for the year 1976 and subsequent years are assumed by Grantee herein.

EXECUTED this 10th day of September, 1981.


David F. Dyke, Trustee


THE STATE OF TEXAS :

COUNTY OF FORT BEND :

BEFORE ME, the undersigned authority, on this day personally appeared David F. Dyke, Trustee, 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, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 25 day of September, 1981.




Notary Public in and for **PAUL SCHERER**
Fort Bend County, Texas

My commission expires: 3-31-1985

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A Field Note Description of a 5.084 Acre Tract of Land out of a 230.77 Acre Tract being out of the original Harvey Bowser 565.6 Acre Tract (Vol. 329, Pg. 94; Deed Records) being in the Noel F. Roberts League, Abstract #79, Fort Bend County, Texas.

For Connection, begin at a 2" iron pipe marking the Southwest corner of said original 565.6 Acre Tract; said corner also marking the Southwest corner of a 94 Acre Tract (Vol. 434, Pg. 433; Deed Records) and the Southeast corner of the E.B. Dunn 282.79 Acre Tract (Vol. 329, Pg. 49; Deed Records); THENCE, East, along a fence line, 515.5 feet to an iron pipe set by a corner post for the Southwest corner of said 230.77 Acre Tract; said corner being the Southeast corner of said 94 Acre Tract; THENCE, North, 5316.18 feet along a fence line to an iron pipe set for the Northwest corner of said 230.77 Acre Tract; said corner being the Southwest corner of a 196.31 Acre Tract; THENCE, North 89° 38' 40" East, at 3235.16 feet pass an iron pipe found, in all, 3263.96 feet to a point in Bowser Road for the Northeast corner of said 230.77 Acre Tract; THENCE, South 00° 22' 20" East, 350.02 feet along a line in Bowser Road to a point for corner; THENCE, South 89° 38' 40" West, 1851.96 feet along the centerline of a 60 foot road easement to a point for the Northeast corner and place of beginning for this 5.084 Acre Tract;

THENCE, South 00° 29' 50" East, at 30 feet pass an iron pipe set, at 463.82 feet pass a corner post found, in all, 473.82 feet to an iron pipe set for the Southeast corner of this Tract;

THENCE, South 89° 40' 29" West, at 688.38 feet pass an iron pipe set, in all, 718.38 feet to a point for the Southwest corner of this Tract;

THENCE, Northeasterly, along the centerline of a 60 foot road easement, with the following courses and distances:

Along a curve to the right with the following curve data:

Delta = 51° 14' 30"

Radius = 60.0 feet

Length = 53.67 feet

Chord = North 25° 37' 15" East, 51.9 feet to a point

of tangency for corner;

North 51° 14' 30" East, 340.82 feet to point for corner;

North 44° 05' 10" East, 276.04 feet to the point of curvature;

Along a curve to the right with the following curve data:

Delta = 45° 33' 30"

Radius = 60.0 feet

Length = 47.72 feet

Chord = North 66° 51' 55" East, 46.47 feet to the

point of tangency;

North 89° 38' 40" East, 191.26 feet to the place of beginning and containing 5.084 Acres of Land.

RESTRICTIONS

FULSHEAR FARMS

1. These restrictions shall be effective until January 1, 2000 and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the square feet area of the lots in Fulshear Farms, may release all of the lots hereby restricted from any one or more of said restrictions by executing and acknowledging an appropriate agreement in writing for such purpose and filing same for record in the office of the County Clerk of Fort Bend County, Texas.
2. Except for the East 1,854 feet of the North 702 feet of subject property which shall be unrestricted, this property shall be used for residential purposes only. It is provided that the east line of this unrestricted tract shall be the east line of subject property, the north line of this unrestricted tract shall be the north line of subject property, the south line of this unrestricted tract shall be the south line of subject property, and the west line of this unrestricted tract shall be a line commencing in the north line of subject property 1854 feet south 89 deg. 38' 40" west from its northeast corner, and extending south to the northwest corner of the "Hall" forty-seven (47) acre tract which is an interior corner of subject property.
3. All tracts may be subdivided into lots not less than two and one-half acres each and only one residence shall be constructed on each lot.
4. Residences must contain at least 1450 square feet of living space.
5. Barns and out-buildings must be built at least 200 feet away from "the road".
6. All residences must be of new construction (no old houses moved on the property, unless otherwise approved by Dyke.)
7. No mobile homes or live-in trailers, or the like shall be placed on the property.
8. All septic tanks and water wells shall be built in accordance with county health department standards.
9. No signs or billboards, including "for sale" signs shall be placed on the premises except those of the Developer, and a "for sale" sign may be placed on a lot by Owner thereof provided it is not larger than 3' x 3'.
10. No chicken or livestock business may be maintained on the property. No hogs allowed under any conditions.
11. The premises shall be maintained in a neat and attractive manner with weeds mowed at regular intervals. Trees, shrubs, vines and plants which die or are uprooted shall be promptly removed from the property.
12. Dyke shall have the right to negotiate and convey utility easements for the benefit of the subdivision, said utility easements to be placed along and adjacent to property lines of subject property or along and adjacent to property lines of tracts or lots subdivided therefrom, and/or anywhere in the sixty (60) foot wide road easement tract. However, said utility easements shall not prevent the use of said road easement tract for road purposes.
13. All roads to and from the property shall have county approved culverts where the property adjoins any public roads, or where it adjoins the bar ditch on "the road". "The road" as used herein refers to the 60 foot road tract described in public road dedication executed by David F. Dyke, Trustee, recorded in Volume 810, page 566 et seq., Deed Records, Fort Bend County, Texas.

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14. Violations of any restrictions, conditions, or covenants herein shall give Dyke the right to enter upon property where such violation exists and summarily abate or remove said condition and such entry and abatement or removal shall not be deemed a trespass.

15. Violators of any of the restrictions set out herein will pay all costs incurred in enforcing these restrictions.

16. Dyke, Florence Esterak, and/or any owner of any tract out of subject property which was conveyed subject to these restrictions and all parties claiming by, through or under any of them, shall have the right to enforce observance and performance of said restrictions, and in order to prevent a breach, or to enforce the observation or performance of same, shall have the right, in addition to all other legal remedies, to an injunction either prohibitive or mandatory. The violation of any such restriction shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject, nevertheless, to these restrictions where such restrictions are applicable to the specific property involved.

17. No noxious or offensive activity shall be carried on upon any lot or tract conveyed under terms hereof, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

18. In the event any one, or more, of these restrictions or covenants shall become or be held invalid, by reason of abandonment, waiver, release or judicial decision, the same shall in no wise affect the validity of the other restrictions or covenants set out herein where applicable to any specific lot or tract, which shall remain in full force and effect.

19. Regardless of any provisions hereinabove to the contrary, it is expressly provided that until a residence is erected upon a tract or lot out of subject 5.084 acre tract, that the use of the land for farming and pasture purposes shall not be a violation of these restrictions, and such use shall not be prohibited hereby so long as such use does not constitute a nuisance. Once this tract or lot has a residence erected thereon then same shall be used for residential purposes only, provided that the term "residential purposes only" shall not prohibit farming being done or livestock, excluding hogs, from being kept on said property so long as it is done or kept in connection with the residential use of said property, and so long as same does not constitute a nuisance; but nothing contained in this paragraph or in any other paragraph of these restrictions shall alter or diminish the release right contained and as set forth under paragraph 1. of these restrictions.

20. Dyke alone or the owners of a majority of the square foot area of the lots in Fulshear Farms shall have the right to dedicate the road easement tract, or any portion thereof, as a public street or road at any time in the future without the joinder of any other lot owners who may have non-exclusive easement rights in said street or road tract, but neither Dyke or said owners shall have any obligation or requirement to ever dedicate said road easement tract as a public street or public road.

21. The word Dyke used in these restrictions shall be construed to refer to Frank J. Dyke, Trustee, his successors as said Trustee, his assigns as such Trustee, and Frank J. Dyke, individually.

22. The reference in these Restrictions to "Fulshear Farms" or "subject property" shall be construed to refer to that certain 230.77 acre tract in the Noel F. Roberts League, Abstract 79, in Fort Bend County, Texas, as more particularly described in deed from Florence Esterak to Frank J. Dyke, Trustee, recorded in Volume 596, page 869 et seq. of the Deed Records of Fort Bend County, Texas. However, this paragraph 22. shall in no manner change the effect or provisions of paragraph 2. hereinabove in these Restrictions.

DEED

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FILED FOR RECORD
SEP 25 1981

SEP 25 1981

Paul Elliott
COUNTY CLERK, FORT BEND COUNTY, TEX.

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded
in the volume and page of the record records of Fort Bend
County, Texas as stamped hereon by me on



SEP 28 1981

Paul Elliott
County Clerk, Fort Bend Co., Tex.