

RECORDED AT HOUSTON, TEXAS, THIS 27th DAY OF NOVEMBER, 1948

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GRIFFIN COMPANY

BY John A. Griffin President  
LEWIS O. TRAY

ATTORNEY  
BY Virginia M. Campbell Secretary

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared LEWIS O. TRAY, President of GRIFFIN COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

1948. GIVEN under my hand and seal of office this the 12th day of November, A.D.  
 (SEAL)  
Mary K. Balogh  
Notary Public in and for Harris County, Texas.

13th DAY OF NOV. 9:00 A.  
13th DAY OF NOV. 1:40 P.  
NO. 2266 DATE 60 et seq.

Mrs. Virginia M. Campbell

#2267

RESTRICTIONS

TOWN & COUNTRY, SEC. 1

THE STATE OF TEXAS )  
COUNTY OF SAN JACINTO )

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, by those Deeds recorded in Volume 106, Page 385; Volume 107, Page 8; Volume 108, Page 249, of the Deed Records of San Jacinto County, Texas, TOWN & COUNTRY DEVELOPMENT, INC., a Texas corporation, became the equitable owner of those certain tracts of land in the John Davis Survey, San Jacinto County, Texas, as described in said Deeds, reference to which is here made; and more particularly described as follows:

BEING a Subdivision of 130.496 acres, a part of 387.385 acres owned by TOWN & COUNTRY DEVELOPMENT, INC., all being out of the John Davis Survey according to Map or Plat thereof filed for record under File No. 2419, Volume 107, Page 307 of the Map Records of San Jacinto County, Texas, reference to which is made for all purposes.

NOW THEREFORE, Town & Country, Inc., does hereby dedicate said property in accordance with the dedication appearing upon said Map and agree that the land shown to be subdivided into numbered lots according to said map is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations and restrictions as hereinafter set forth.

For the purpose of creating and carrying out a uniform plan for the improvements and sale of said property in said subdivision, as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted, and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by Developer covering the numbered lots set forth on said map, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein.

And the restrictions hereinafter set forth, except as herein otherwise provided, shall be and are hereby imposed upon each numbered lot in said subdivision, as shown by said map and as referred to herein, and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Developer, his heirs, executors, successors and assigns, and all subsequent purchasers of said property, their heirs, executors, administrators, successors and assigns, and each such party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by such restrictions, covenants as hereinafter set forth.

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1. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until January 1, 1983, at which time said covenants shall be automatically extended for successive periods of ten (10) years; provided that a majority of the then owners of the tracts may amend, change or otherwise remove these covenants and restrictions in whole or in part at any time by signing and filing for record an instrument evidencing such action. If the parties hereto, or any of them, or their heirs, successors and assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for the Developer, their successors or assigns to enter and abate such violation without liability, or their successors or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the persons violating or attempting to violate such restrictions, and either to prevent them from doing, or to cause to be removed such violation, or to recover damages for such violation.

2. The violation of any restriction or covenant herein 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 against any and all property covered thereby, subject nevertheless to the restrictions herein.

3. If any one of such restrictions shall be held to be invalid, or for any reason is not enforced, none of the other shall be affected or impaired thereby, but shall remain in full force and effect.

4. No tract shall be used except for residential purposes. No Building shall be erected, placed or altered on any building until the plans, specifications and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by a majority of the Architectural Committee composed of Lewis R. Tyra, Lewis O. Tyra and Virginia M. Campbell, or by a representative designated by a majority of the said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority, to appoint a successor or successors with full authority. No tract can be subdivided less than 5,000 square feet without approval of the Committee. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or the designated representative, fail to approve or disapprove within thirty (30) days after Plans and Specifications have been submitted to it, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

5. No outside privies or toilets shall be permitted in this subdivision. All toilets shall be inside the houses and prior to occupancy the same shall be connected to a sewage disposal system or a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Officer of San Jacinto County, Texas or other governmental authority having jurisdiction, and shall be subject to the inspection and approval of such authorities.

6. No fence, except wire fence, shall be constructed on any tract nearer to any front street than is permitted for the house or building on such tract. There shall be no radio or TV tower, or any other kind of outdoor tower or antenna more than sixty (60) feet higher than the normal roof apex of the residence on such tract.

7. No improvements shall be located on any tract nearer than fifteen (15) feet to the front line, nor nearer than ten (10) feet to any side street line, nor nearer than five (5) feet from the rear lot line, nor nearer than five (5) feet from any side line. In the event improvements are constructed on more than one platted lot, then the outer property lines shall be considered the side lot lines and the inside lot lines shall thereafter be considered abandoned and of no effect. The word "improvement" shall include galleries, porches, porticoes and every other pertinent part of the improvements, except a parapet wall, steps or the extension of the eaves of a roof.

8. No noxious or offensive activity shall be carried on upon any lot or tract or shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

9. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be used on any lot or tract at any time as a residence either temporarily or permanently. No trailer house or covered trailer shall at any time be erected or placed on any lot or tract for any purpose whatsoever. No building shall be moved onto any lot, but shall be erected to conform to requirements set out herein, unless approved in advance by the Architectural Committee. No boat trailer or utility trailer of any type, or broken down automobiles or trucks of any type, may be stored on any lot unless it is stored in the rear yard of the house occupying the lot.

10. No residential structure shall be placed on a residential lot or tract unless its living area has a minimum of nine hundred (900) square feet of floor area excluding open or screened-in porches, carports and garages.

11. No animals, livestock, swine or poultry of any kind shall be raised, bred or kept on any residential lot or tract, except that two (2) dogs, two (2) cats or other household pets not to exceed two (2) in number may be kept, provided they are not kept, bred or maintained for any commercial purposes; two (2) horses may be kept on a tract of not less than fifteen thousand (15,000) square feet, provided they are not kept for commercial purposes and are staked, fenced or otherwise retained. In no event shall horses be kept within one hundred (100) feet from any adjoining residence or improvement unless prior approval is obtained from the owner of such adjoining residence.

12. No sign of any kind shall be displayed to the public view except one sign of not more than five (5) square feet advertising the property for sale, or rent, or signs used by the builders to advertise the property during the construction and sales period.

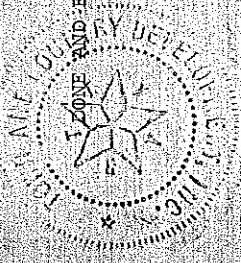
13. No lot or tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Garbage and waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

14. All residences shall be completed within six (6) months from date of beginning construction unless such period is extended in writing by the Architectural Committee.

15. All driveways shall connect to roads over culvert pipe of ample size to permit adequate flow of water through the road ditches or if a bridge is used it shall be of sufficient height to permit free flow of water under it. These bridges or culvert pipes shall be approved by the Architectural Control Committee prior to installation.

16. This instrument of dedication and the restrictions and covenants on said subdivision map shall not affect any areas described therein as "Reserve".

17. Developer reserves the right and privilege to make minor changes and additions for dedication of easements for the purpose of more efficiently and economically installing improvements.



WITNESSED AND EXECURED at Houston, Texas this the 12th day of November, A.D., 1968.

TOWN & COUNTRY DEVELOPMENT, INC.

By: Lewis O. Tyra  
LEWIS O. TYRA, President

ATTEST:

By: Virginia M. Campbell  
Virginia M. Campbell, Secretary

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LEWIS O. TYRA, President of TOWN & COUNTRY DEVELOPMENT, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of November, A.D., 1968.



By: Mary K. Bailey  
Notary Public in and for Harris County, Texas.

FILED FOR RECORD on the 13th day of Nov. A.D. 1968, at 9:00 o'clock A.M.  
RECORDED THIS the 14th day of Nov. A.D. 1968, at 8:00 o'clock A.M.  
FILE NO. 2267 RECORDED: VOL. 112 PAGE 62 et seq.

Ma. Gertrude H. Dwyer  
COUNTY CLERK, SAN JACINTO COUNTY, TEXAS

# 2268

RESTRICTIONS

TOWN & COUNTRY, SECTION 2

THE STATE OF TEXAS X  
COUNTY OF SAN JACINTO X

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, by those Deeds recorded in Volume 106, Page 385; Volume 107, Page 8; Volume 108, Page 249, of the Deed Records of San Jacinto County, Texas, TOWN & COUNTRY DEVELOPMENT, INC., a Texas corporation, became the equitable owner of those certain tracts of land in the John Davis Survey, Abstract 98, of San Jacinto County, Texas, as described in said Deeds, reference to which is here made for all purposes; and more particularly described as follows:

BEING a Subdivision of Part of 387.385 acres owned by TOWN & COUNTRY DEVELOPMENT, INC., all being out of the John Davis Survey, Abstract No. 98, San Jacinto County, Texas, according to Plat thereof under File No. 2038, recorded in Volume 111, Page 432 of the Map Records of San Jacinto County, Texas.

NOW THEREFORE, Town & Country Development, Inc., does hereby dedicate said property in accordance with the dedication appearing upon said map and agree that the land shown to be subdivided into numbered acres according to said map is held and shall hereafter be conveyed subject to the covenants, conditions, stipulations and restrictions, as hereinafter set forth.

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for the purpose of creating and carrying out a uniform plan for the improvements and sale of said property in said subdivision, as a restricted subdivision, the following restrictions upon the use of said property are hereby established and adopted and shall be made a part by appropriate reference to this instrument, of each and every contract, deed and lease by Developer covering the numbered acres set forth on said map, and same shall be considered a part of each such contract, deed and lease, as though fully incorporated therein, excepting outlots 1, 2, 3, and 4.

And the restrictions hereinafter set forth, except as herein otherwise provided shall be and are hereby imposed upon each numbered acre in said subdivision, as shown by said map and as referred to herein, and same shall constitute covenants running with the land shall be binding upon and shall inure to the benefit of Developer, his heirs, executors, successors and assigns, and all subsequent purchasers of said property their heirs, executors, administrators, successors and assigns, and each such party, by virtue of accepting a contract, deed or lease covering said property, shall be subject to and bound by such restrictions, covenants and conditions as hereinafter set forth, except outlots 1, 2, 3, and 4 which shall have no restrictions.

1. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until January 1, 1984, at which time said covenants shall be automatically extended for successive periods of ten (10) years, provided that a majority of the then owners of the tracts may amend, change or otherwise remove these covenants and restrictions in whole or in part at any time by signing and filing for record an instrument evidencing such action. If the parties hereto or any of them, or their heirs, successors and assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for the Developer, their successors or assigns to enter and abate such violation without liability, or their successors or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the persons violating or attempting to violate such restrictions, and either to prevent them from doing, or to cause to be removed such violation, or to recover damages for such violation.
2. The violation of any restriction or covenant herein 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 against any and all property covered thereby, subject nevertheless to the restrictions herein.
3. If any one of such restrictions shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.
4. No building shall be erected, placed or altered on any building site until the plans, specifications and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished ground elevation by a majority of the Architectural Committee composed of Lewis R. Tyra, Lewis O. Tyra and Virginia M. Campbell, or by a representative designated by a majority of the said committee. In the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to appoint a successor or successors with full authority. No tract can be subdivided less than 5,000 square feet without approval of the Committee. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or the designated representative, fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
5. No outside privies or toilets shall be established on a permanent basis. All toilets shall be inside the houses and prior to occupancy the same shall be connected to a sewage disposal system or a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Officer of San Jacinto County, Texas or other governmental authority having jurisdiction, and shall be subject to the inspection and approval of such authorities.
6. No improvements shall be located on any tract nearer than fifteen (15) feet to the front line, nor nearer than ten (10) feet to any side street line, nor nearer than five (5) feet from any side line. In the event improvements are constructed on more than one platted tract, then the outer property lines shall be considered the side lot lines and the inside lot lines shall thereafter be considered abandoned and of no effect.
7. No noxious or offensive activity shall be carried on upon any lot or tract or shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.
8. No animals, livestock, swine or poultry of any kind shall be raised, bred or kept on any residential lot or tract, except that two (2) dogs, two (2) cats or other household pets not to exceed two (2) in number may be kept, provided they are not kept, bred or maintained for any commercial purposes; two (2) horses may be kept on a tract of not less than fifteen thousand (15,000) square feet, provided they are not kept within one hundred (100) feet from any adjoining residence or improvement unless prior approval is obtained from the owner of such adjoining residence.
9. No sign of any kind shall be displayed to the public view except one sign of not more than five (5) square feet, advertising the property for sale, or rent, or signs used by the builders to advertise the property during the construction and sales period.
10. No lot or tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Garbage and waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such

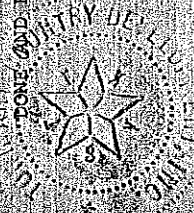
materials shall be kept in a clean and sanitary condition.

11. All residences shall be completed within six (6) months from date of beginning construction unless such period is extended in writing by the Architectural Committee.

12. All driveways shall connect to roads over culvert pipe of ample size to permit adequate flow of water through the road ditches or if a bridge is used it shall be of sufficient height to permit free flow of water under it. These bridges or culvert pipes shall be approved by the Architectural Control Committee prior to installation.

13. This instrument of dedication and the restrictions and covenants on said subdivision map shall not affect any areas described therein as "Reserve".

14. Developer reserves the right and privilege to make minor changes and additions for dedication of easements for the purpose of more efficiently and economically installing improvements.



WITNESSED AND EXECUTED at Houston, Texas, this the 12th day of November, A.D., 1968.

TOWN & COUNTRY DEVELOPMENT, INC.

By: Lewis O. Tyra President

ATTEST:

By: Virginia M. Campbell  
Secretary

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LEWIS O. TYRA, President of TOWN & COUNTRY DEVELOPMENT INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act and deed of said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 12th day of November, A.D., 1968.



Mary K. Bailey  
Notary Public in and for Harris County, Texas.

FILED FOR RECORD ON the 13th day of Nov. A.D. 1968, at 9:00 o'clock A.M.  
DULY RECORDED THIS the 14th day of Nov. A.D. 1968, at 8:10 o'clock A.M.  
FILE NO. 2268 RECORDED : VOL. 112 PAGE 64 et seq.

Mrs. Snodgrass H. Draper  
COUNTY CLERK, SAN JACINTO COUNTY, TEXAS

THE STATE OF TEXAS, } # 2269  
COUNTY OF SAN JACINTO } KNOW ALL MEN BY THESE PRESENTS:

WHEREAS We, John K. Henry and Alvis S. Ellisor  
of the County of Liberty State of Texas did on  
the 5th day of June A. D. 19 62 by deed of that date duly recorded in  
the Records of Deeds in San Jacinto County, volume page Grant, Sell  
and Convey to J. C. Rice the following described property  
of the County of Liberty State of Texas

to-wit:  
Out of the H & T. C. R.R. Co. Survey, Section #97, San Jacinto County, Texas, and being 17 1/2 acres of land fully described by metes and bounds in a deed from George W. Jordan, et ux, to John K. Henry, dated March 26, 1955, and recorded in Vol. 70, page 531, Deed Records of San Jacinto County, Texas, to which deed reference is here made for all purposes.

and did in said deed retain a Vendor's Lien on the property so Granted, Sold and Conveyed, to secure the payment of part of the purchase money mentioned in said deed as follows, to-wit:

In the principal sum of \$4,000.00, due and payable in annual installments of \$600.00 each, the first installment being due and payable on or before 1st day of June, 1963, and one installment being due and payable on or before the 1st day of each June thereafter until the full principal sum of said note is paid; bearing 6% interest per annum from date until paid, interest due and payable annually on the entire unpaid principal, and containing the usual accelerating maturity and attorney's fee clauses.