

JOHN A. CROOM

ATTORNEY AT LAW

527 TEXAS NATIONAL BANK BUILDING

HOUSTON 2, TEXAS

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AUG-16-60 218000 # HS. LS B HP 3.00
KNOW ALL MEN BY THESE PRESENTS

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STATE OF TEXAS
COUNTY OF HARRIS

DEED RECORDS
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That whereas by deed recorded in Vol. 3916, Page 38 of the deed records of Harris County, Texas, J. P. Markham, Jr., Trustee of Harris County, Texas, became the legal owner, and Marine Land, Inc., a Texas corporation became the equitable owner of the 48-acre tract of land in the Gilbert Brooks Survey, Abstract 6, in Harris County, Texas, described in said deed, reference to which is here made;

And whereas a portion of said property has heretofore been sold and conveyed, such sale and conveyance being subject to the agreement, right and power of the undersigned to place restrictions, conditions and covenants covering said entire 48-acre tract or any portion thereof, including the said property heretofore sold and conveyed, such conditions, restrictions and covenants being for the benefit and protection of the present and any future owners of said 48-acre tract of land or parts thereof, and for benefit of said land itself;

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And whereas the undersigned, for the benefit of themselves, their heirs, successors and assigns and for the benefit of the other owners (present and future) of portions of said 48-acre tract of land, their heirs and assigns and for benefit of said property, desire to place reasonable covenants, restrictions and conditions covering the use and development of said property:

Now therefore, we, J. P. Markham, Jr., Trustee, and Marine Land, Inc. do hereby adopt the hereinafter set forth covenants, restrictions and conditions which shall be covenants running with the land and which shall be binding according to the terms hereof on any and all present or future owners of said property or part or parts thereof until January 1, 1980, at which time the said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years each, unless by duly recorded instrument signed by the owner or owners of more than one-half (1/2) of said 48-acre tract of land (based on a square footage basis) it is agreed to terminate said restrictions in whole or in part.

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The following described tract of land of .84 acres is hereby expressly reserved for commercial or business use (but not for any manufacturing use) and said tract of land is hereby expressly excepted from the covenants, conditions and restrictions contained herein and the same shall not apply as to this excepted portion of land:

COMMENCING at a 2" Galvanized Iron Pipe, the northeast corner of a certain 48.00 acre tract in the Gilbert Brooks Survey A-6, Harris County, Texas, said tract being the same land conveyed from Louis L. Seiffert and Norman C. Hurd to J. P. Markham, Jr., Trustee, recorded in Vol. 3916, Page 38, Deed Records of Harris County, Texas; said 2" Galv. Iron Pipe being located South 2 degrees 13 min. 38 sec. East 2104.62 feet and thence North 87 deg. 15 min. 41 sec. East 3403.91 feet from the northwest corner of the Gilbert Brooks Survey A-6, Harris County, Texas.

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HARRIS COUNTY, TEXAS

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Thence South 87 deg. 15 min. 41 sec. West along the north line of the aforementioned 48.00 acre tract, a distance of 51.24 feet;

Thence South 2 deg. 43 min. 19 sec. East, a distance of 3.79 feet for PLACE OF BEGINNING and Northeast corner of the hereinafter described tract:

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Thence South 3 deg. 10 min. 19 sec. West ~~152.63 feet~~ to a 5/8" Iron Rod set for the Southeast corner of the subject tract;

Thence North 77 deg. 05 min. 15 sec. West 51.33 feet to an angle point in the south line of the subject tract on the North bank of a dug canal;

Thence South 55 deg. 53 min. 11 sec. West, along the North bank of a dug canal following the 45 foot contour of elevation 100.34 feet to an angle point in the south line of the subject tract;

Thence South 55 deg. 05 min. 41 sec. West, continuing along the north side of said canal bank and 45.00 foot contour, passing at 19.19 feet an iron rod, a total distance of 100.91 feet to a 5/8" Iron Rod set for the Southwest corner of the subject tract on the east bank of Red Gully;

Thence North 5 deg. 00 min. 11 sec. West, 86.90 feet with the East bank of Red Gully, to a 5/8" Iron Rod set for the northwest corner of the subject tract;

Thence North 52 deg. 51 min. 11 sec. East, 19.11 feet to a 5/8" Iron Rod set for an angle corner in the north line of the herein described tract;

Thence North 24 deg. 10 min. 41 sec. East, 55.26 feet to a 5/8" Iron Rod set for another angle corner in the north line of the subject tract;

Thence North 70 deg. 20 min. 11 sec. East, along the north line of the subject tract, passing at 20.40 feet a 5/8" Iron Rod, a total distance of 52.90 feet to a 5/8" Iron Rod set for angle corner;

Thence North 75 deg. 53 min. 11 sec. East, passing at 35.60 feet a 5/8" Iron Rod, a total distance of 47.80 feet to a 5/8" Iron Rod set in the North line of this subject tract for angle corner;

Thence North 79 deg. 38 min. 11 sec. East, passing at 59.44 feet a 5/8" Iron Rod, a total distance of 146.11 feet to place of beginning, said tract of land containing 0.34 acres of land.

In addition to the foregoing, the undersigned reserve the right and power to, at any time during the next ten (10) years, except from the operation of the hereinafter set forth covenants, conditions and restrictions, a tract of land to be selected by the undersigned, for the purpose of installation, erection and maintenance of a water plant, wells and water works, for benefit of said 48-acre tract of land.

Except as to the 48 acres hereinafore described, the word "tract" or "tract of land" as hereafter used shall mean the property or land described in any single deed, executed by the undersigned, their heirs, successors or assigns.

Except for the two (2) tracts above specified, the balance of said 48-acre above described by reference shall be subject to the following described covenants, conditions and restrictions:

1. No tract of land described in any single deed executed by the undersigned, their successors, heirs or assigns, heretofore or hereafter selling or conveying any portion of said 48-acres of land may be divided or subdivided, nor any portion thereof conveyed that covers less than the whole surface.

2. If said owners or grantees of the undersigned or any of their successors, heirs or assigns, or any other person or corporation shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said 48-acre tract, to prosecute any proceedings, at law or in equity, against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation, or both.

3. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. No building shall be erected, placed, altered, or permitted to remain on any tract other than a single family residence and attached or separate garage, provided that servants' quarters or guest houses may be built on the rear one-third (1/3) of any tract provided there already is a main conforming residential dwelling on such tract and provided that such servants' quarters or guest houses shall be used for domestic purposes only in connection with the principal dwelling on said tract; the front side of any tract is defined as the portion of said tract that, at the time of conveyance of the undersigned, their heirs, successors or assigns, abuts on an existing road, with the opposite side, or rear of said tract, being on a water-way.

5. No building shall be erected, placed, or altered on any tract until the building plans and specifications and plot plan for such building have been approved in writing by an architectural control committee named by Marine Land, Inc. --- or, pending the formation of such committee, by Marine Land, Inc. Such architectural control committee shall be appointed, and members thereof removed and other members appointed, at the sole discretion of Marine Land, Inc. until such time as it shall relinquish to such committee its right of appointment and removal, and thereafter such committee shall be designated by the owners of record of over fifty percent (50%) (on a square footage basis) of said 48-acre tract. If such committee (or Marine Land, Inc., as the case may be) fails to approve or disapprove such plans, specifications and plot plan within forty-five (45) days after the same have been submitted, or if no suit to enjoin the erection of the improvements has been commenced, it shall be deemed that such plans, specifications and plot plan have been approved. During the term of these covenants, conditions, and restrictions, and of any extension or extensions hereof, no sale, resale, conveyance, reconveyance or lease, of any grantee (or their trustee or grantees) of J. P. Markham, Jr., and/or Marine Land, Inc. shall be permitted until such sale, conveyance or lease has first been approved by said architectural committee or its successors, and any such sale, conveyance or lease shall be ineffective and any person or persons claiming under such ineffective instrument shall not be permitted to enter upon or reside upon the property covered by such instrument.

6. No building shall be located on any tract nearer to the front street line than 25 feet or nearer to any side street line than 10 feet. All residences shall face the street on which the tract fronts. No building shall be located nearer than five (5) feet to an adjacent residential tract line. No building shall be located on any

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Interior residential tract nearer than fifteen (15) feet to the water front line. For the purposes of this covenant, eaves, and open porches shall be considered as a part of a building.

7. No fence or wall 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 twenty (20) feet higher than the normal roof apex of the residence on such tract.

8. Any house or structure must be completed according to approved plans and specifications within nine (9) months after the beginning of construction, or within such additional time as may be approved in writing by the undersigned, their heirs, successors or assigns, or the said architectural control committee, and no partially completed house or other structure shall be permitted to remain on said property beyond such period of time.

9. The ground floor area of the main structure, erected on any tract, exclusive of one-story open porches and garages, shall be not less than 1250 square feet in the case of a one-story structure and shall be not less than 850 square feet in the case of a one and one-half or two story structure.

10. No trailer, tent, shack, garage, barn or other out-building erected on any tract 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. House trailers, tents, shacks, or barns may not be placed, or transported in any manner in, into, or within the development.

11. No outside toilets shall be installed or maintained on any premises and all plumbing shall be connected with a septic tank and adequate leach field, constructed and installed in a manner as good as would be required to comply with the health regulations of the State and County and of any other governmental authority having jurisdiction.

12. All tanks for storage of gases or liquids for fuel shall be buried beneath the surface of the ground.

13. No noxious or offensive, unlawful or immoral activity shall be carried on upon any tract, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.

14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any tract. No lease or other trust is designed for use in mining for oil or natural gas shall be executed, maintained or permitted upon any tract.

15. No tract shall be used or maintained as a dumping ground for rubbish or any other material. Trash, garbage or other waste shall not be kept except in sanitary containers and within a building structure. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition, and all such items shall be of neat and attractive appearance. The owners or occupants of any tract shall at all times keep all walks and grass thereon cut in a sanitary, neat and attractive manner, and shall in no event use any tract for storage of material, trucks, trailers, or equipment except for normal residential requirements, or permit the accumulation

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of garbage, trash, or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any tract in observing the above requirements, or any of them, the undersigned, their heirs, successors, or assigns may, without liability to the owner or occupant, trespass or otherwise, enter upon said tract, cut, or cause to be removed, such weeds and grass, and remove or cause to be removed, such garbage, trash, rubbish, material, trucks, trailers, equipment, etc., so as to place said tract in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant, as the case may be, for the cost of such work. The owner or occupant agrees to pay such statement immediately upon receipt thereof.

16. No building material of any kind or character shall be placed in the streets, or between streets and the property line. All building material to be used in the construction of buildings shall be placed and kept within the property lines of the premises.

17. All utilities, water lines, and drainage facilities supplying or serving a tract shall be located within the streets or easements as reserved from time to time in any conveyance by the undersigned or their successors or assigns, and they shall have the sole right of determining specific locations for various utilities within the said 48-acre tract.

18. No structure shall be occupied or used as a residence, temporarily or permanently, until the exterior thereof is completely finished and all plumbing connected with a sanitary sewer or septic tank.

19. Bridges or culverts constructed over property line ditches shall be constructed over concrete pipe of a size not less than eighteen (18) inches or such larger dimension as may be required to provide adequate drainage. All septic tanks shall meet standards set up by the State or County or other governmental health agencies, and shall be so located and constructed that no effluent from the same will drain or flow in such a manner that it could reach and contaminate any part of the canals or other water areas within the said 48 acres.

20. If sewer lines become available, the owner of any tract which is occupied by a residence, shall connect with such sewer line within one (1) year after notice from the undersigned, their successors, heirs, or assigns of the availability of such sewer line and, for such connection, shall pay to the person or corporation installing such service, a connection fee in the amount of \$1.00 and a construction assessment of \$1.50 per lineal water front feet of the tract and such monthly charge for sewerage service as shall be set by the undersigned, their successors, heirs, or assigns for the owners of tracts in the said property. All the charges herein specified shall be payable within thirty (30) days after their due date and shall be secured by a lien on the tract affected, it being expressly stipulated, however, that such lien is expressly made subordinate to any lien that may be placed upon the property for improvements erected thereon, or any liens securing the sale or disposition of such property and improvements thereon.

21. In the event the undersigned, their heirs, successors or assigns shall construct a water main in the street and/or easement running to any tract and water is available to same, the owner of the tract shall, at the time the water supply is made available to said property, pay a water tap fee of One Hundred Twenty-Five Dollars (\$125.00).

22. An assessment of One Hundred Dollars (\$100.00) per tract per year shall run against any tract conveyed by the undersigned, their heirs, successors or assigns, for the maintenance of the park and beach areas, canals, canal banks, esplanades or other community areas and facilities. Such assessment shall be secured by a lien on each such tract respectively and shall be payable to the undersigned, or their heirs, successors or assigns on the first day of June each year commencing June 1, 1961, which lien is expressly made subordinate to any lien that may be placed upon the property for improvements erected thereon or any liens securing the sale or hypothecation of such property and improvements thereon.

23. No hogs, poultry, fowl or other livestock may be kept or raised on any part of the 48-acre tract. Household pets may be kept but may not be bred or maintained for commercial purposes or for sale. No more than two (2) each of dogs and cats may be kept at any residence.

24. No sign of any kind shall be kept or displayed to the public view (except by the undersigned, their heirs, successors, or assigns) other than name and street number sign, provided, however, that the undersigned, their heirs, successors, or assigns may grant permission in writing to tract owners for the displaying of approved signs offering such tract for sale.

25. All boats in canals or other water areas shall be docked and securely moored parallel to the bank so as not to impede traffic through such canal or other water areas. No boats may be parked, on trailers or otherwise, nearer than the building setback line on any tract. No cars or other vehicles shall be parked on any part of the streets for more than twenty-four (24) continuous hours, and any vehicle so parked or placed in violation of this stipulation may be removed at the cost of the owner thereof and without any liability upon the person so moving.

26. A maintenance charge may be set up and adjusted from time to time by the architectural control committee or the undersigned, their heirs or assigns, payable by the owners of any tracts of land out of said 48-acres that have heretofore been conveyed or that may be hereafter conveyed by the undersigned, their heirs, successors or assigns, which funds shall be used for the construction or maintenance of streets, lighting improvements, sidewalks, or esplanades, and/or collecting or disposing of garbage, trash, weeds, and dead or fallen trees, and for employing police and watchmen, or for fire protection, or for cutting grass and cleaning of vacant tracts and public areas. The undersigned, their heirs, successors and assigns, or their agents shall have the right to go in upon any property and to cut grass and weeds and clean such premises, without any liability whatsoever and at the cost of the owners of the tracts.

27. No persons other than tract owners and their families, guests, and invitees shall be permitted at any time to use any of the streets, canals, other water areas or community areas on the said 48 acres.

28. No tract owner shall do anything to increase the degree of slope to the water levels of canals or other water areas unless he constructs adequate retaining walls and abutments which have been approved by Marine Land, Inc. or the architectural committee in advance of construction, nor shall the owner of any tract

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do in, being to increase the erosion of the property or to cause surface waters to drain into canals or other water areas in a manner other than as determined by Marine Land, Inc. or the architectural committee.

29. Notwithstanding anything elsewhere herein set forth, it is stipulated that the undersigned, their heirs or assigns can set aside any one or more tracts for community recreation purposes and may relieve such tract or tracts from inappropriate provisions of these covenants and restrictions by suitable instrument filed of record in the office of the County Clerk of Harris County, Texas.

30. Any or all of the foregoing covenants, conditions and restrictions can be changed or altered from time to time by written consent and agreement of the owners of record of over fifty percent (on a square footage basis) of the heretofore described forty-eight acre tract of land. Such change, alteration, or agreement shall not be effective until such instrument, signed by such owners is filed in the office of the county Clerk of Harris County, Texas.

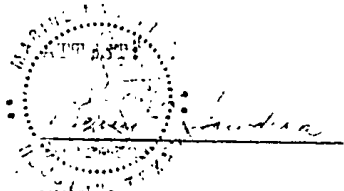
31. None of the property in said forty-eight acre tract shall ever pass to or be owned or occupied by any person not of the Caucasian race, except for permitted occupancy of servants' quarters on the premises by servants employed on such premises.

Done and executed at Houston, Texas, this 28th day of July, 1900.

J. P. Markham, Jr., Trustee
J. P. Markham, Jr., Trustee

Marine Land, Inc.

Chas. W. Williams
President



STATE OF TEXAS

COUNTY OF HARRIS

I, J. Louise Gardner, the undersigned authority, on this day personally appeared J. P. Markham, Jr., 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.

Given under my hand and seal of office this 28th day of July, A.D. 1900.

J. Louise Gardner
Notary Public in and for Harris County, Texas.



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THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day, personally appeared Charles N. McClendon, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Marine Land, Inc., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 28th day of July, A.D. 1960.

J. Louise Gardner
Notary Public in and for Harris
County, Texas.



STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this Instrument was FILED on the
date and at the time specified herein by me; and was duly
RECORDED, in the _____ and P. _____ of the named RECORDS
of Harris County, Texas, on _____ by me, on

AUG 16 1960



[Signature]
COUNTY CLERK,
HARRIS COUNTY, TEXAS.

		<p>REFERENCES</p>	<p>1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____ 11. _____ 12. _____</p>	<p>JOHN A. CROOM ATTORNEY AT LAW 527 TEXAS NATIONAL BANK BUILDING HOUSTON 2, TEXAS</p>
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