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THE STATE OF TEXAS }
COUNTY OF HARRIS }

WHEREAS, W. E. WHITE, INC., hereinafter called GRANTOR, is the owner of 6.22 acres of land in the A. H. Osborn Survey, being all that certain tract of land conveyed by Otway Taylor and wife, Marguerite B. Taylor, to W. E. White, Inc., by deed recorded in Volume 3328, Page 89 of the Deed Records of Harris County, Texas; and

WHEREAS, it is desired by the said W. E. White, Inc. to subdivide said tract into ten smaller tracts, the exact size and area of each tract being made to appear more clearly below:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That said Grantor does hereby subdivide the above described tract into ten tracts, as follows:

TRACT 1: Beginning at the Southwest corner of herein described tract, said corner being located at the intersection of the North line of the 60 foot wide Beinhorn Road with the West line of a 10.6 acre tract in the A. H. Osborn Survey, A-610, described in deed from Wm. H. Lobb to Otway and Margerite Taylor, dated October 13, 1944, and recorded in Vol. 1354, Page 97 of the Deed Records of Harris County, Texas;

Thence North 0° 08' 10" East along the West line of said 10.6 acre tract a distance of 190.00 feet to a point for a corner; Thence East a distance of 157.34 feet to a point for a corner;

Thence South a distance of 190.00 feet to a point for a corner, said point being located in the North line of the 60 foot wide Beinhorn Road;

Thence West, along the North line of Beinhorn Road, a distance of 157.80 feet to the place of beginning, and containing 29,938 square feet of land.

TRACT 2: Beginning at the Southwest corner of herein described tract, said corner being located in the West line of a 10.6 acre tract in the A. H. Osborn Survey, A-610, described in deed from Wm. H. Lobb to Otway and Marguerite Taylor, dated October 13, 1944, and recorded in Vol. 1354, Page 97 of the Deed Records of Harris County, Texas, said corner being located North 0° 08' 10" East a distance of 190.00 feet from the intersection of the West line of said 10.6 acre tract with the North line of the 60 foot wide Beinhorn Road;

Thence North 0° 08' 10" East along the West line of said 10.6 acre tract a distance of 185 feet to a point for a corner; Thence East a distance of 156.90 feet to a point for a corner;

Thence South a distance of 185.00 feet to a point for a corner;

Thence West a distance of 157.34 feet to the place of beginning and containing 29.067 square feet of land.

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

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TRACT 3: Beginning at the Southwest corner of herein described tract, said corner being located in the West line of a 10.0 acre tract out of the A. H. Osborne Survey, A-610, described in the Deed from Wm. H. Lobb to Otway and Marguerite Taylor, dated October 13, 1944, and recorded in Vol. 1354, Page 97 of the Deed Records of Harris County, Texas, said corner being located North 0° 08' 10" East a distance of 375 feet from the intersection of the West line of said 10.6 acre tract with the North line of the 60 foot wide Beinhorn Road;

Thence North 0° 08' 10" East along the West line of said 10.6 acre tract a distance of 160 feet to a point for a corner;
Thence East a distance of 159.52 feet to a point for a corner;
Thence South a distance of 160.00 feet to a point for a corner;
Thence West a distance of 156.90 feet to the place of beginning and containing 25,073 square feet of land.

TRACT 4: Beginning at the Southwest corner of herein described tract, said corner being in the West line of a 10.0 acre tract in the A. H. Osborne Survey, A-610, described in the deed from Wm. H. Lobb to Otway and Marguerite Taylor, dated October 13, 1944, and recorded in Vol. 1354, Page 97 of the Deed Records of Harris County, Texas, said corner being located North 0° 08' 10" East a distance of 335 feet from the intersection of the West line of said 10.6 acre tract with the North line of the 60 foot wide Beinhorn Road;
Thence North 0° 08' 10" East along the West line of said 10.6 acre tract a distance of 160 feet to a point for a corner;
Thence East a distance of 159.15 feet to a point for a corner;
Thence South a distance of 160.00 feet to a point for a corner;
Thence West a distance of 156.52 feet to the place of beginning and containing 25,014 square feet of land.

TRACT 5: Beginning at the Southwest corner of herein described tract, said corner being located in the West line of a 10.0 acre tract in the A. H. Osborne Survey, A-610, described in deed from Wm. H. Lobb to Otway and Marguerite Taylor dated October 13, 1944, and recorded in Vol. 1354, Page 97 of the Deed Records of Harris County, Texas, said corner being located North 0° 08' 10" East a distance of 375 feet from the intersection of the West line of said 10.6 acre tract with the North line of the 60 foot wide Beinhorn Road;
Thence North 0° 08' 10" East along the West line of said 10.6 acre tract a distance of 170.77 feet to a point for a corner, said corner also being the Northwest corner of said 10.6 acre tract;
Thence North 0° 08' 10" East along the North line of said 10.6 acre tract a distance of 157.74 feet to a point for a corner;
Thence South a distance of 171.01 feet to a point for a corner;
Thence West a distance of 157.15 feet to the place of beginning, and containing 25,000 square feet of land.

TRACT 6: Beginning at the Northeast corner of herein described tract, said corner also being the Northeast corner of a 10.0 acre tract in the A. H. Osborne Survey described in deed from Wm. H. Lobb to Otway and Marguerite Taylor dated October 13, 1944, and recorded in Vol. 1354, Page 97 of the Deed Records of Harris County, Texas;
Thence South 0° 13' 1" East along the East line of said 10.6 acre tract, a distance of 171.24 feet to a point for a corner;
Thence West a distance of 154.40 feet to a point for a corner;
Thence North a distance of 171.01 feet to a point for a corner, said point being in the North line of said 10.6 acre tract;
Thence North 0° 54' 50" East along the North line of said 10.6 acre tract, a distance of 153.74 feet to the place of beginning, and containing 25,355 square feet of land.

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TRACT 7: Beginning at the Northeast corner of herein described tract, said corner being located in the East line of a 10.6 acre tract in the A. H. Osborn Survey, A-610, described in deed from Wm. H. Lobb to Otway and Marguerite Taylor, dated October 13, 1944, and recorded in Vol. 1354, Page 97 of the Deed Records of Harris County, Texas, said corner being located South 0° 13' 19" East a distance of 186.24 feet from the Northeast corner of said 10.6 acre tract;
Thence South 0° 13' 19" East along the East line of said 10.6 acre tract, a distance of 161 feet to a point for a corner;
Thence West a distance of 155.08 feet to a point for a corner;
Thence North a distance of 161 feet to a point for a corner;
Thence East a distance of 154.46 feet to the place of beginning, and containing 24,918 square feet of land.

TRACT 8: Beginning at the Northeast corner of herein described tract, said corner being located in the East line of a 10.6 acre tract in the A. H. Osborn Survey, A-610, described in deed from Wm. H. Lobb to Otway and Marguerite Taylor, dated October 13, 1944, and recorded in Vol. 1354, Page 97 of the Deed Records of Harris County, Texas, said corner being located South 0° 13' 19" East a distance of 347.24 feet from the Northeast corner of said 10.6 acre tract;
Thence South 0° 13' 19" East along the East line of said 10.6 acre tract, a distance of 162 feet to a point for a corner;
Thence West a distance of 155.71 feet to a point for a corner;
Thence North a distance of 162 feet to a point for a corner;
Thence East a distance of 155.08 feet to the place of beginning, and containing 25,175 square feet of land.

TRACT 9: Beginning at the Northeast corner of herein described tract, said corner being located in the East line of a 10.6 acre tract in the A. H. Osborn Survey, A-610, described in deed from Wm. H. Lobb to Otway and Marguerite Taylor, dated October 13, 1944, and recorded in Vol. 1354, Page 97 of the Deed Records of Harris County, Texas, said corner being located South 0° 13' 19" East a distance of 509.24 feet from the Northeast corner of said 10.6 acre tract;
Thence South 0° 13' 19" East along the East line of said 10.6 acre tract a distance of 167 feet to a point for corner;
Thence West a distance of 156.37 feet to a point for a corner;
Thence North a distance of 167 feet to a point for a corner;
Thence East a distance of 155.71 feet to the place of beginning.

TRACT 10: Beginning at the Southeast corner of the herein described tract, said corner being located at the intersection of the North line of the 60 foot wide Beinhorn Road with the East line of a 10.6 acre tract in the A. H. Osborn Survey, A-160 described in deed from Wm. H. Lobb to Otway and Marguerite Taylor, dated October 13, 1944 and recorded in Vol. 1354, Page 97 of the Deed Records of Harris County, Texas;
Thence West along the North line of said Beinhorn Road a distance of 157.09 feet to a point for a corner;
Thence North a distance of 190 feet to a point for a corner;
Thence East a distance of 156.37 feet to a point for a corner, said corner being in the East line of said 10.6 acre tract;
Thence South 0° 13' 19" East along the East line of said 10.6 acre tract a distance of 190 feet to the place of beginning, and containing 29,779 square feet of land.

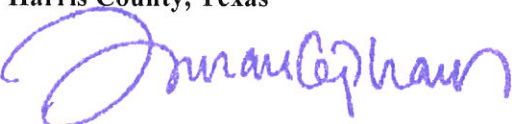
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The subdivision hereby created shall be known as "WILLIAMSBURG VILLAGE", and reference to the subdivision by such name or reference to any tract or portion thereof in the subdivision under such name in any recordable deed or instrument shall have the effect of referring to this document for all purposes, including aiding in description as well as for other legal incidents running with the land, without the necessity of making specific reference to this document or its date or place of record.

Having thus subdivided said 6.22 acre tract of land into the above described ten tracts, and being desirous of subjecting said subdivision to uniform building and usage restrictions and dedicating for the benefit of all owners of tracts in said subdivision a street or road, and of dedicating easements for the installation and maintenance of various utilities, the said Grantor does hereby dedicate for the use and benefit of the owners, their heirs, successors and assigns, of any and all of the sites or subdivisions of the land above described, an easement for street and road purposes over and through the above described 6.22 acre tract, said easement being described as follows:

Beginning at a point in the North line of the 60 foot wide Beinhorn Road, said point being located East a distance of 132.80 feet from the intersection of the North line of Beinhorn Road with the West line of a 10.6 acre tract in the A. H. Osborne Survey, A-610, described in deed from Wm. H. Lobb to Otway and Marguerite Taylor, dated October 13, 1944, and recorded in Vol. 1354, Page 97 of the Deed Records of Harris County, Texas;

Thence North a distance of 651.70 feet to a point of intersection with a curve, said curve having a radius of 50.00 feet, the radius center of which is located North 30° 00' East a distance of 50.00 feet from said point of intersection;

Thence in a clockwise direction along said curve, a distance of 261.80 feet to a point of intersection for a corner;

Thence South a distance of 651.70 feet to a point for a corner in the North line of Beinhorn Road;

Thence West along the North line of Beinhorn Road a distance of 50.00 feet to the place of beginning.

All sites or lots resulting from the subdivision of the first above described tract shall hereafter be conveyed subject to the foregoing easement for streets or roadways and subject to the restrictions hereinafter set forth, all of which are in the nature of, and intended as, covenants running with the land as herein provided. By the acceptance of a deed to any site in said subdivision, the Grantee in said deed covenants and agrees that he will not obstruct the private roadway hereinabove dedicated, and that he will use it for ingress and egress, and drainage purposes only, and in such a way as not to prevent or interfere with its use for similar purposes by the other owners of any sites in said subdivision.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said subdivision and sites of land therein contained as a high class, restricted district, the following restrictions, covenants, reservations, liens and charges upon the use of said property are hereby established and shall be referred to, adopted and made part of each and every contract and deed executed by or on behalf of Grantor conveying said property or any part thereof by appropriate reference to the restrictions, making the same part of such conveyance to all intents and purposes as though incorporated at length therein; and said restrictions shall be, and are hereby imposed upon each tract or parcel of land in the subdivision for the benefit not only of Grantor, its successors and assigns, but of each and every purchaser of lands in said subdivision, their heirs and assigns; and said restrictions constitute covenants running with the land and every contract and deed conveying said land or any part

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thereof shall be conclusively deemed to have been executed,, delivered and accepted upon the express conditions, covenants and restrictions herein contained, to-wit:

There is excepted from these covenants and restrictions and none of same shall apply to the following described portion of the 6.22 acre tract hereby subdivided, to-wit:

Beginning at the Northeast corner of herein described tract, said corner being located in the East line of a 10.6 acre tract in the A. H. Osborn Survey, A-610, described in Deed from Wm. H. Lobb to Otway and Marguerite Taylor, dated October 13, 1944, and recorded in Vol. 1354, Page 97 of the Deed Records of Harris County, Texas, said corner being located South 0° 13' 19" East a distance of 171.24 feet from the Northeast corner of said 10.6 acre tract;
Thence South 0° 13' 19" East along the East line of said 10.6 acre tract, a distance of 15.00 feet to a point for a corner;
Thence West a distance of 154.46 feet to a point for a corner;
Thence North a distance of 15.00 feet to a point for a corner;
Thence East a distance of 154.40 feet to the place of beginning and containing 2316 square feet of land.

1. The hereinafter described covenants and restrictions shall run with the land, and shall be binding on the purchasers, their heirs and assigns, and on all persons claiming under them for 25 years from the date of this instrument, at which time said covenants and restrictions automatically shall be extended for successive periods of ten (10) years each, provided, however, that should the then owners of the majority of the sites in WILLIAMSBURG VILLAGE desire to change, modify or eliminate the said restrictions, they may do so by executing and acknowledging an appropriate agreement in writing for such purposes and by filing the same for record in the manner then required for the recording of such instruments, at least one (1) year prior to the expiration date of the first twenty-five year period, or at least one (1) year prior to the expiration of any subsequent ten (10) year period; the provision of said instruments to become operative at the end of the period in which it is executed and recorded.

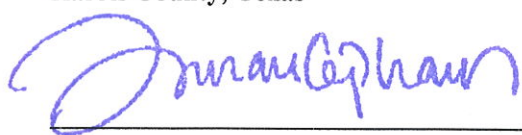
2. Grantor and all owners of sites in this subdivision mutually covenant among themselves that they will maintain this subdivision as a residence for persons of the Caucasian race, and will not sell any site therein to any person except of the Caucasian race, but it is agreed that any person of the Caucasian race owing or occupying any site in this subdivision may have persons of races other than the Caucasian race occupy servants' quarters, provided they are bona fide servants of such Caucasian owner or occupant.

3. All sites in this subdivision hereby are designated as "residential" sites and shall be used for private family residential purposes only. No apartment, flat, duplex, multiple family house of any kind, rooming or boarding house, tourist court, hospital, clinic, saloon, club, beauty parlor or any other place of business, commercial or industrial, shall be constructed, kept, operated or maintained; now shall the land without a building be used for purposes as specified above.

4. Each tract in this subdivision, shall constitute one (1) residential building plot only. It is the intent of this restriction to prevent the use of less than one full tract, as hereinabove created, for a single-family residential building site. However,

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in the event any person acquires title to any two or more adjoining tracts in said subdivision and desires to consolidate any adjoining tracts, or fractions thereof, into one homesite, all of the side line building setback restrictions herein imposed shall be deemed to apply to such consolidated tracts as if they were one tract. In other words, the side line building setback restrictions shall be applied with reference to the exterior boundary lines of the tracts so consolidated into one homesite.

5. No building may be moved from another locality to a site in this subdivision.

6. All improvements shall be constructed on each tract of this subdivision, except tracts five and six, to front on the street upon which such tract faces, and each corner tract shall face on the street on which it has the largest frontage. All improvements constructed on Tract Five to Front Southeast and all improvements constructed on Tract Six shall front Southwest. No building shall be erected on any tract in this subdivision nearer than thirty (30) feet from either of the side lines of such Tract excepting Tracts One and Ten having a setback from the north line of Beinhorn Road of Sixth (50) feet. No building shall be erected on Tract Five nearer than thirty (30) feet to the East line of such tract, nearer than Seventy (70) feet to the center of the circle of the private roadway hereinabove created, nearer than Thirty (30) feet to the South line of said tract, nearer than twenty-five (25) feet to the West line of said tract, nor nearer than twenty-five (24) feet to the North line of such tract. No building shall be erected on Tract Six nearer than thirty (30) feet to the West line of such tract, nearer than seventy (70) feet to the center of the circle of the private roadway hereinabove created, nearer than thirty (30) feet to the South line of said tract, nearer than twenty-five (25) feet to the East line of said tract nor nearer than twenty-five (25) feet to the North line of said Tract. No detached building such as garages, servants' quarters or guest house shall be erected on any tract in this subdivision except on Tract Two, nearer than twenty-five (25) feet from the rear line of said tract. The existing house on Tract Two which is set thirteen (13) feet from the rear property line of said Tract shall be allowed to remain as situated. For further details of Tracts Five, Six and Two, see attached plot plan.

7. No residence or dwelling shall be erected unless in conformity with the following requirements:

Any residence constructed in WILLIAMSBURG VILLAGE must have a minimum floor area of not less than 2000 square feet, exclusive of open or screened porches, driveways, car-ports, garages and servants quarters, and such residence shall have a minimum of 5/8" brick, brick veneer, stone or masonry in the outside walls. All roofs to be of any standard roofing material other than Composition Shingle.

8. Garages shall be in keeping with the general design and material used in construction of main dwelling and all doors on garages connected to house shall face side property line. The exterior of all frame structures shall be covered immediately upon completion with at least two (2) coats of paint.

9. No fence or gas meter shall be erected or set beyond the front line of any main structure, except for a fence along Memorial Drive.

10. No building material of any kind or character shall be placed or stored upon 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

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and property line. No stumps, trees, underbrush or refuse of any kind, or scrap materials 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 material must be removed immediately from the property. Dumping of trash, or pasturing of live stock or animals on any part of the property in or adjacent to this subdivision, including roads, ravines or Bayou are prohibited, except as otherwise specified.

11. No noxious or offensive trade or activity shall be carried on upon any site, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No site shall be used for storage or sale of wrecked automobiles or junk or other waste material.

12. No spiritous, vinous, or malt liquors or medicated bitters, capable of producing intoxication, shall ever be sold, or offered for sale on any site in this subdivision, nor shall said premises or any part thereof be used for vicious, illegal or immoral purposes, nor for any purpose in violation of the laws of the State of Texas, or of the United States, or of municipal ordinances, police health, sanitary building or fire code, regulation or instruction relating to or affecting the use or occupancy or possession of any of the said sites, now or hereafter in force and applicable hereto.

13. No tent, trailer, basement, shack, garage or any type of outbuilding erected in this subdivision shall, at any time, be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence. No servants' quarters situated on any site in this subdivision shall ever be occupied as a residence except by domestic servants domiciled with an owner tenant and may not be used for rental purposes.

14. No site shall be used for the purpose of selling or offering for sale, raising, keeping, maintaining or boarding dogs, cats, hogs, goats, rabbits, mules, cattle, horses or other animals of any kind; except, however, that the occupants or residences may keep dogs and cats for pets. Any barn or building for these animals must be situated not closer than 125 feet from the front line of any site, nor closer than 35 feet from the side lines of any site. No animals of any kind shall be kept in the subdivision that would constitute a nuisance or annoyance to the residents, and no fowl of any nature shall be kept or harbored in this subdivision.

15. No cesspool shall ever be dug, used or maintained on any site in this subdivision and whenever a residence is established on any site it shall provide only an inside toilet and shall be connected with a septic tank until such time as sanitary sewers may be available for use in connection with said site. Drainage of septic tanks into roads, streets, ravines or open ditches is strictly prohibited and this prohibition is enforceable by any person or public body. Septic systems shall be constructed to conform to minimum standards required by the State and County Health Departments.

16. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Culverts must be used for driveways and for walks, and this restriction may be enforceable by Harris County Authorities. Buyer accepts responsibility for proper installation of culverts, which shall be installed in a manner which will not obstruct the flow of water in ditches, and inside bottoms of culverts must be even with or below the level of ditches. Should a site abut on or be traversed by any drainage ditch, ravine, or bayou, an easement is retained for the use of Grantor or public authorities, for ingress and egress, to maintain such drainage facility.

17. No radio or television aerial wires shall be maintained on any portion of any site forward of the front building set-back line of said site.

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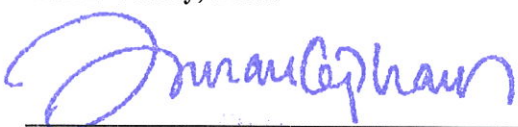
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18. Each and every site owner by virtue of such ownership, shall be bound to maintain the site to which such ownership attaches in a neat and clean condition free of high grass, weeds and debris, and in event of any default in this matter, Grantor may, at its option and discretion, and without any liability to said owner, clear the property of high grass, weeds and debris for the purpose of preventing any nuisance of fire hazard. In event Grantor shall, at any time, so clear any site, the then owner of said site shall promptly reimburse Grantor, upon demand of Grantor, for the actual and reasonable cost of the clearing of said site.

19. At such time as seventy-five per cent (75%) of the lots in said subdivision be sold, on an area basis, a majority of the then owners may, by vote, appoint or elect a committee composed of three (3) members to be known as the WILLIAMSBURG COMMITTEE. The number of votes of each owner is to be determined on the basis of the proportion which the amount of the land in said subdivision to which the owner holds legal title bears to the whole of said subdivision. For example, if an owner holds legal title to 1.754 acres, he will be entitled to 1,754 votes. The appointment or election of the WILLIAMSBURG COMMITTEE shall be evidenced by the recording of an appropriate instrument properly signed and acknowledged by a majority of the then owners of said subdivision, in the Deed Records of Harris County, Texas, and such instrument will serve as sufficient authority for said Committee to:

- (a) Collect and expend, in the interest of the subdivision as a whole, the maintenance fund hereinafter created.
- (b) Enforce, by appropriate proceedings, these covenants and restrictions.
- (c) Enforce or release any lien imposed on any part of this subdivision by reason of a violation of any of these covenants or restrictions, or by reason of any provision contained herein.
- (d) Approve or disapprove plans and specifications for improvements in said subdivision submitted to it in accordance with these restrictions.

20. Members of said WILLIAMSBURG COMMITTEE may, at any time, be relieved of their position and substitute members therefor appointed by vote and evidence thereof as above set out. Until such time as said WILLIAMSBURG COMMITTEE has been formed, as above provided for, Grantor specifically reserves unto itself, and any one whom it may assign the right, the right to act within the authority granted the WILLIAMSBURG COMMITTEE under these restrictions and covenants.

21. All tracts in said subdivision are hereby subjected to an annual maintenance charge for a period of 25 years beginning at such time as 75% of said subdivision has been sold, for the purpose of creating a fund to be known as the "Maintenance Fund", to be paid by the owners of each and all of the sites in said subdivision, annually, in advance. Said maintenance charge shall not exceed \$50.00 per year for each tract. The amount of said charge will be determined by the Williamsburg Committee during the month next preceding the due date of said charge. Said sums shall be paid to the Williamsburg Committee as hereinafter provided and shall be held by it in trust to be expended for any and all of the following: lighting, improving and maintaining the roadways, collecting and disposing of garbage, ashes and other refuse, employing policemen and watchman, caring for vacant lots, operating, maintaining, repairing and replacing the water system, serving the subdivision, and doing any other thing necessary or desirable in the opinion of the Williamsburg Committee to keep the property neat and in good order, or anything which it considers of benefit to the owners and occupants of said subdivision. Grantor agrees to pay the proper proportion of said Fund for unsold tracts or sites in said subdivision.

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22. The 15 foot wide strip of land hereinabove excepted from these restrictions shall be the site of the water well to serve this subdivision. In this connection no owner in this subdivision who has a private swimming pool on their tract shall be permitted to fill said pool from said water system except between the hours of 9 P.M. and 6 A.M.

5 feet wide
23. There is specifically reserved in favor of Grantor, its successors and assigns, and to and for the use and benefit of public utilities and all present and future owners of property in said subdivision, easements, in, under and on the tract of land hereinabove dedicated as a private roadway, and on the East and West 10 feet of said WILLIAMSBURG VILLAGE tract, together with an aerial easement/adjacent thereto from a plane 20 feet above the ground upward, said easements to be for the following purposes only:

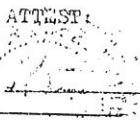
Construction, maintenance, operation and repair of drainage ditches, sewer lines, gas lines and water lines and such purposes incident thereto to insure the development and use of said property as a residential community.

An easement 10 feet wide affecting Tracts Five and Six in Williamsburg Village is reserved for drainage purposes only, centered on the dividing line of said tracts and extending from the North line of Williamsburg Village tract to the North end of said street or road above described.

24. All persons owning or occupying any site in this subdivision shall observe the restrictions, covenants and conditions herein contained, and the owner of any site in this subdivision shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants and restrictions and either to enjoin him or them for so doing, or to recover damages or dues for such violation. And it is expressly stipulated that invalidation of any one or more of the covenants, conditions or restrictions herein contained by judgment or court order shall in no wise affect any other covenant, condition or restriction but all such other covenants, conditions and restrictions shall continue in full force and effect.

25. Every Grantee accepting any conveyance of any tract or tracts in said subdivision shall be conclusively deemed by such acceptance to agree and consent to all of the within and foregoing restrictions, covenants, easements and reservations and to the maintenance charge hereinabove established, and to secure the payment of said maintenance charge, a vendor's lien shall exist against any lot conveyed by the undersigned party.

EXECUTED THIS the 9th day of July, A. D., 1957.

ATTEST:  W. E. WHITE, INC.
BY W. E. White Secretary President

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared W. E. White President of W. E. WHITE, INC., 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 the 9th day of July, 1957.



[Signature]
Notary Public in and for Harris County, Texas

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 4/29/2016
Stan Stanart, County Clerk
Harris County, Texas

[Signature]
Vivian Quang Pham
Deputy



201
285

Filed for Record July 11 1957 at 2:35 o'clock P.M.
Recorded July 31 1957 at 1:58 o'clock P.M.
W. D. MILLER, Clerk County Court Harris County, Texas
By John R. Hamill Deputy

150—WARRANTY DEED WITH VENDOR'S LIEN

The State of Texas
COUNTY OF HARRIS

1776167

Know all Men by These Presents:

THAT we, JOSEPH RICHARD HOECH and wife, ELSIE LEE HOECH, residents-

of the County of Harris - - - State of Texas - - - for and in consideration

of the sum of THREE THOUSAND FOUR HUNDRED AND NO/100 (\$3,400.00) - - - DOLLARS

to us paid, and secured to be paid, by MIKE W. NASKI and wife, GLADYS MARIE NASKI - - - as follows:

- A. ~~ONE THOUSAND~~ TWO HUNDRED AND NO/100 (\$1,200.00) DOLLARS is cash in hand paid by MIKE W. NASKI and wife, GLADYS MARIE NASKI, the receipt of which is hereby acknowledged and confessed.
- B. TWO THOUSAND TWO HUNDRED AND NO/100 (\$2,200.00) DOLLARS, the remainder of the consideration is represented by one certain promissory note of even date herewith, executed by MIKE W. NASKI and wife, GLADYS MARIE NASKI, payable to JOSEPH RICHARD HOECH and wife, ELSIE LEE HOECH, or order, at Houston, Harris County, Texas, bearing interest at the rate of Six (6%) Per Cent per annum, the principal and interest payable in monthly installments of any amount, but not less than THIRTY-FIVE (\$35.00) DOLLARS each, the first of such installments becoming due and payable on or before the 1st day of August, 1957, and a like installment to become due and payable on or before the 1st day of each, and every succeeding calendar month thereafter until the whole of said note, together with all interest thereon, is fully paid. The monthly installments as paid shall be applied first to the payment of all interest due and owing on said note at the date of the payment of such installment, and the remainder shall be applied to the reduction of the principal; said note provides for ~~paid~~ due interest at the rate of Ten (10%) Per Cent until paid, and likewise provides for Ten (10%) Per Cent additional upon the full amount owing by ~~Obligors~~, if placed in the hands of an attorney for collection, or if collected by suit or through the Probate or Bankruptcy Courts, and said note contains the usual and customary provisions for acceleration of maturity in favor of the legal owner and holder of said note, and is secured by a Vendor's Lien hereinafter retained in this instrument, and a Deed of Trust to ALBERT R. YOUNG, TRUSTEE.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said MIKE W. NASKI and wife, GLADYS MARIE NASKI - - - of the County of Harris - - - State of Texas - - - all that certain

Tract No. Nine (9) in Block No. Two (2) of SATSUMA ESTATES FIRST SECTION, a subdivision in Harris County, Texas, according to the map thereof recorded in Volume 998, Page 704 of the Deed Records of Harris County, Texas, together with all improvements situated thereon, being the same property conveyed by JAMES DUNCAN KNIGHT, et ux, to JOSEPH RICHARD HOECH and ELSIE LEE HOECH by Deed dated December 15, 1952, recorded at Volume 2537, Page 470 of the Deed Records of Harris County, Texas.

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 4/29/2016
Stan Stanart, County Clerk
Harris County, Texas

Vivian Quang Pham

Vivian Quang Pham

Deputy

