

DEED  
797-837

EXHIBIT "C"

RESTRICTIONS

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1. These restrictions, covenants and conditions shall be binding upon the Grantee or Grantees, their heirs, personal representatives, successors and assigns, of each lot or tract of land that they are made a part of by reference, and shall run with the said particular lot or tract of land and shall be effective until January 1, 1996, 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 the original 104.931 acre tract described in Volume 660, page 615 et seq. of the Deed Records of Fort Bend County, Texas, 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 purposes and filing same for record in the office of the County Clerk of Fort Bend County, Texas, at any time after January 1, 1996, and such release shall thereupon become effective upon such filing for record at any time after January 1, 1996.

2. This property shall be used for single family residential purposes only. No lot or tract shall be used for commercial or industrial purposes. These restrictions shall be construed to exclude apartment houses, duplex houses, and multiple family dwellings of any kind.

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 1250 square feet of living area. The term living area shall exclude open porches, breezeways and garages.

5. Barns and out-buildings must be built at least 160 feet away from "the road". All residence buildings must be built at least 30 feet away from "the road".

6. All residences must be of new construction (no old houses moved on the property). The use of Mobile Homes is expressly prohibited and Mobile Homes are not to be placed upon any lot or tract.

7. No basement, tent, shack, garage, garage apartment, barn or other outbuildings erected upon the above described property shall, at any time, be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. All water wells shall be built in accordance with county health department standards. No open or pit type toilets shall ever be constructed upon the lot or tract and all septic sewage systems shall be constructed in accordance with the standards then approved by the governmental authority having jurisdiction of such matters, whether same be city, county or other governmental authorities.

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. Such tract shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other waste on such tract shall be kept only in sanitary container or containers. All incinerators or other equipment for the storage or disposal of such rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition.

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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. UTILITY EASEMENTS:

Cupton does hereby reserve the right for utility easements for all utilities to serve the original 104.931 acre tract described in Volume 660, page 615 et seq. of the Deed Records of Fort Bend County, Texas, to be placed in, on, over and along "the road" provided that such utility easements shall not prevent the use of said "the road" easement tract for road purposes.

13. All roads to and from the lots 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 80 foot road tract described in Exhibit "B" hereinbefore.

14. Violations of any restrictions, conditions, or covenants herein shall give Cupton 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. Cupton, and/or any owner of any tract out of the original 104.931 acre tract described in Volume 660, page 615 et seq. of the Deed Records of Fort Bend County, Texas, 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 observance or performance of same, shall have the right, in addition to all other legal remedies, to an injunction either prohibitive or mandatory. Cupton, and/or any owner of any tract out of the original 104.931 acre tract described in Volume 660, page 615 et seq. of the Deed Records of Fort Bend County, Texas, which was conveyed subject to these restrictions and all parties claiming by, through or under any of them, shall also have the right to recover damages sustained by reason of the violation of any of these restrictions, covenants or conditions. The violation of any such restrictions 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. No business, trade or manufacturing shall ever be conducted upon any such lot or tract conveyed under terms hereof.

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 conveyed out of subject property 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 a 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. Commercial horse stables or commercial dog kennels are expressly prohibited.

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## EXHIBIT "E"

It is distinctly understood and agreed that this sale and conveyance is made subject to the following covenants, conditions, restrictions and reservations which shall run with the land:

(1) All construction thereon shall be of new material and no house, trailer house, shed or dwelling of any kind shall be moved upon the premises. No residence shall be constructed unless it is located on a tract of land containing a minimum of two (2) acres with a minimum frontage on the road of 205 feet. No more than one residence shall be constructed on any such minimum tract. A servant's dwelling may be allowed if it is used and occupied in connection with the operation of a main dwelling.

(2) Said premises shall be used for single family residential purposes only and no business of any kind or character shall be kept, conducted or maintained on the premises.

(3) Any dwelling constructed on said premises shall have a minimum living area of at least 1500 square feet and its construction shall be at least 50% masonry.

(4) No livestock shall be kept on said premises except cats and dogs or other similar domestic animals which are kept as pets. No commercial kennels or similar quarters shall be allowed. Cattle and horses shall also be allowed

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feeding or maintaining of animals shall take place thereon. All stables and other quarters for such livestock shall be kept in a clean and neat condition.

(5) No obnoxious or offensive condition shall be allowed to exist on the premises nor shall any thing be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

(6) The following exceptions to the foregoing paragraphs are hereinafter inserted and agreed upon as follows:

(7) If the owner of this lot shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning any other tracts out of the 50.52 acres of which this is a part, being in Lot 14 of the Subdivision of the B. Wickson League, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenants and either to prevent him or them from so doing or to recover damages or other remedies for such violation, as the law permits in such cases.

(8) As a part of the consideration of this sale, in the

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and conditions under which said lot is offered to a third party. Should seller fail to exercise this option within ten (10) days after notice thereof, the owner shall then be free to sell the premises to any such third party.

(9) All storage sheds, barns and similar outbuildings shall be constructed on the rear one-half portion of the subject premises.

(10) This conveyance is subject to a 1/16 non-participating 30 year term royalty dated July 26, 1950, and recorded in Vol. 273, Page 389 of the Deed Records of Fort Bend County, Texas; further subject to a one-half (1/2) mineral interest and all rights connected therewith reserved and excepted in Partition Deed dated April 27, 1967, from Helene D. Susman et al recorded in Vol. 486, Page 437 of the Fort Bend County Deed Records.

(11) This conveyance is further subject to Oil, Gas and Mineral Leases to Dave Topp recorded in Vol. 643, Page 691; Vol. 643, Page 694 and Vol. 643, Page 703 of the Deed Records of Fort Bend County, Texas.

(12) This conveyance is further subject to any portion of said premises lying within the limits of a public road including a 30" road easement along the NW/~~SE~~ end of the subject premises. As to any tract adjacent to Fairchild

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(13) There is conveyed hereby the following mineral interests: 1/2 of any bonus payments due and payable under any Oil, Gas & Mineral Lease, 1/2 of any delay rentals due and payable under any such lease or leases and a non-participating 1/64th royalty interest due and payable under the terms of any such lease or leases. All other mineral interests are reserved and excepted to Grantor subject to the 1/2 mineral reservation hereinabove described in paragraph (10).

(14) All lots located in the Southeast one-half of the original 50.52 acre tract are subject to a drainage easement now located on the Southeast end of said lots.

(15) An unobstructed easement 10 feet wide together with an unobstructed aerial easement 5 feet wide from a plane 20 feet above the ground upward located Northwest of, adjacent to and adjoining said 10 foot easement as set out in instrument dated September 25, 1975, from Dudley J. LeBlanc, Trustee, to Houston Lighting & Power Company recorded in Vol. 697, Page 695, Deed Records, Fort Bend County, Texas.