

The restrictions imposed upon all of said lots are:

I.

All of the above described property shall be known and described as residential property, and no structure shall be erected, altered, placed or permitted to remain on said property other than one detached single family dwelling, having accommodations and occupied or to be occupied only by one family, together with other usual and customary accessory buildings. None of said lots shall ever be used for business purposes of any kind.

II.

Each dwelling house shall contain a minimum of five hundred (500) square feet of floor space, exclusive of carports and garages. No residential structure shall be placed or constructed upon any lot unless finished with brick, masonry, Austin stone, lumber or comparable material, but excluding metal buildings.

III.

No dwelling house (this is to apply to the main body or other portions or the house requiring foundations) shall be erected on any lot at any point nearer than five (5) feet to the side lines of said lot. Should any Owner own two contiguous lots, it would be permissible for such Owner to erect one dwelling house which might cross or be within five (5) feet of the common boundary line between such lots.

IV.

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

V.

No structure of a temporary character, trailer, basement, tent shack, garage, barn, bus or other vehicles, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

VI.

No signs, billboards, posters, or advertising devices of any character shall be erected on any lot or plot.

VII.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other 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.

VIII.

No animals, livestock nor poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

IX.

The invalidation of any of these restrictions by judgment or court order shall in nowise affect any of the remaining provisions, which shall remain in full force and effect.

X.

These covenants are to run with the land and shall be binding upon all parties claiming under them until November 15, 1978, and thereafter such covenants shall automatically be extended for successive periods of ten (10) years, unless by a vote of a majority of the then Owners of the lots, it is agreed to change said covenants in whole or in part.

XI.

All utilities shall be placed in the streets adjacent to the lot lines with the sole consent of the Developer.

XII.

No dwelling house shall have outside toilet facilities but shall have a septic tank installed in accordance with the specifications and regulations of the State Department of Health of the State of Texas and the Houston County Lake Authority. Should a sewer system be built which could serve any Owner, he may use the septic tank above mentioned, or connect with the sewer system.

XIII.

None of the forty-eight (48) lots can be subdivided prior to the expiration of fifty years from the date hereof. Should any two Owners so elect, they may acquire any lot between and contiguous to their lots and divide such lot between themselves in any proportions they may elect, and thereafter the portion acquired by each shall be deemed and considered for all purposes as a part of the lot then owned by each of them. The purpose of this provision is to allow Owners to enlarge the size of their lots by acquiring an intervening and contiguous lot and dividing it between themselves so as to enlarge their lots.

XIV.

If any person, firm, corporation or association of persons should violate or attempt to violate any of the covenants and restrictions herein contained, the Developer or the Owner of any lot or lots shown upon such plat shall be entitled to all of the relief provided by law for persons so situated or damaged.

XV.

Lake Drive and all the roads and streets and the five (5) foot strip shown along the northern boundary shown on such plat are not dedicated to any public use, but these are and shall remain the property of the Developer, his heirs and assigns, but the Owners and those with their permission or the permission of the Developer shall have full right to travel over and along such streets and roads. The five (5) foot strip along the northern boundary is reserved for the use of Developer, his heirs and assigns, and is not dedicated for any use by any Owner.

XVI.

Developer reserves the right to rearrange any unsold lots, that is to say, to enlarge, reduce, change the size or shape of any unsold lots, and to change the numbering of any of same.

XVII.

All conveyances executed by Developer conveying the forth eight (48) lots above mentioned shall recite "No oil, gas or other minerals are conveyed hereby, but all of same are excepted herefrom."

WITNESS MY HAND this the 13th day of November, A. D., 1967.

Balls E. Dalley
(Balls E. Dalley)
Developer

THE STATE OF TEXAS

COUNTY OF HOUSTON

BEFORE ME, the undersigned authority,

on this day personally appeared Balls E. Dalley, 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 the 13th day of November, A. D., 1967.



[Signature]
Notary Public, Houston County, Texas.
E. P. Granberry

FIELD NOTES FOR BALIS E. DAILEY PROPERTY
RAMON DE LA GARZA XI LEAGUE GRANT, A-33
HOUSTON COUNTY, TEXAS

35.85 acres of land, a part of and out of, and adjoining the Northwest line of a 1495.5 acre tract of land, which 1495.5 acre tract was conveyed to Balis E. Dailey from Leoti Dailey by deed dated November 20, 1939, of record in Volume 202, Page 536, of the Deed Records of Houston County, Texas, and which 35.85 acres, sometimes called 36.32 acres, is a remnant tract resulting from the acquisition of land for Little Elkhart Reservoir and is more particularly described as follows:

BEGINNING on a 2" iron Pipe set for corner in the Northwest line of the 1495.5 acre tract and the Southeast line of a 104 acre tract owned by Robert Dickson, at elevation 262.0 feet above Sea Level (shoreline elevation), from which iron pipe a 16" Post Oak bears N 62° 45' E, 43.0 feet and a 12" Post Oak bears S 69° 45' E, 33.3 feet;

THENCE with the shoreline of Little Elkhart Reservoir as follows: S 25° 58' E, 25.0 feet; S 59° 29' E, 110.0 feet; N 73° 35' E, 250.0 feet; S 67° 18' E, 100.0 feet; S 36° 44' E, 280.0 feet; S 51° 18' E, 200.0 feet; N 54° 38' E, 135.0 feet; N 50° 12' E, 155.0 feet; S 69° 55' E, 20.0 feet; S 8° 32' W, 155.0 feet; S 2° 13' W, 128.0 feet; S 18° 15' E, 185.0 feet; S 14° 38' E, 240.0 feet; N 86° 47' E, 180.0 feet; N 85° 05' E, 200.0 feet; N 36° 35' E, 170.0 feet; N 22° 59' E, 130.0 feet; N 21° 04' W, 250.0 feet; N 1° 43' E, 270.0 feet; N 19° 29' E, 55.0 feet; N 1° 23' E, 75.0 feet; N 79° 08' E, 38.0 feet; S 27° 54' E, 195.0 feet; S 8° 46' E, 104.5 feet; S 50° 02' E, 47 feet; N 29° 11' E, 125.0 feet; N 8° 24' E, 175.0 feet; N 27° 37' W, 205.0 feet; N 2° 02' W, 250.0 feet; N 5° 56' E, 165.0 feet; N 3° 06' E, 180.0 feet; and N 18° 35' E, 161.0 feet to a 60p nail (shoreline point #260);

THENCE S 37° 56' W, 40.0 feet to a 2" iron Pipe set on the East corner of the Dickson tract;

THENCE S 61° 32' W, 525.0 feet with the Southeast line of the Dickson tract to an ell corner of same;

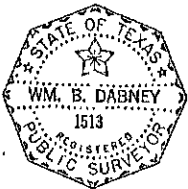
THENCE N 8° 28' W, 174.0 feet to a 30" Pine, an interior corner of the Dickson tract in the Northwest line of the 1495.5 acre tract;

THENCE S 58° 20' W, 1525.5 feet to the place of beginning, containing 35.85 acres of land.

All witness trees marked /X//.

Surveyed: November 1966
Resurveyed: Sept. 1967
Mag. Decl.: 8° 40' EAST

I, WM. B. DABNEY, a Registered Public Surveyor in the State of Texas, do hereby certify that the above Field Notes are true and correct to the best of my knowledge and belief. There are no encroachments on this property other than noted herein.



Wm. B. Dabney
Reg. No. 1513, Texas

Exhibit "A"

Filed for Record on the 13 day of November A.D. 1967, at 11:46 o'clock A.M.
Duly Recorded this the 14 day of November A.D. 1967, at 8:22 o'clock A.M.
Instrument No. 2860

ROY JULIAN, County Clerk
Houston County, Texas

By Nora Jarris Deputy

THE STATE OF TEXAS, 2861
COUNTY OF HOUSTON 0001 KNOW ALL MEN BY THESE PRESENTS:

That we, R.C. Overstreet, C.N. Sullivan, and J.M. Lloyd, of the County of Houston, State of Texas, for and in consideration of the sum of TEN & NO/100 (\$10.00) DOLLARS, and other good and valuable consideration to us in hand paid by EUGENE E. MILLER of Houston County, Texas (hereinafter called Grantee, whether one or more), as follows, to-wit:

Have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto the said Grantee, all that certain lot or parcel of land described as follows, to-wit:

Being Lot No. 15 in Block "A", LINWOOD ESTATES ADDITION, PART TWO, a subdivision located on the RAMON DE LA GRAZA LEAGUE, A-33, in Houston County, Texas, and being a portion of 30.40 acres of land located northeast of the town of Crockett, Texas on the shores of Houston County Lake; a plat of said subdivision being recorded in Volume 1, page 137, Houston County Plat Records. Reference is made to this plat and the other descriptive data mentioned therein to locate and describe the lot herein conveyed.

All the oil, gas, and minerals hereunder are hereby excepted from this conveyance.

The land conveyed hereby, and this conveyance, are subject to the restrictive covenants recorded by the Grantors, recorded in Volume 431 page 536, Houston County Deed Records, being dated 30 October, 1967.

TO HAVE AND TO HOLD the above described premises, together with all singular, the rights and appurtenances thereto in anywise belonging unto the above named grantee, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said named grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

If a promissory note is described above as part of the consideration, then the Vendor's Lien is retained against the above described property, premises, and all improvements, until said note and all interest thereon are fully paid, when this deed shall become absolute.

Witness our hands at Crockett, Texas this 13 day of November, A.D. 19 67.

R.C. Overstreet
R.C. OVERSTREET
C.N. Sullivan
C.N. SULLIVAN
J.M. Lloyd
J.M. LLOYD

Woodland
Acres

RESTRICTIONS
PERTAINING TO
WOODLAND ACRES

950

SECTION TWO

DEVELOPED BY

BOB EHLERS
14340 Memorial, Suite 118
Houston, Texas 77079
Houston 713-497-8700
Crockett 713-544-8896

STEPHEN EHLERS
Route 1, Box 130 E
Grapeland, Texas 75844
Crockett 713-544-5440

I.

All of the above described property shall be known and described as residential property, and no structure shall be erected, altered, placed or permitted to remain on said property other than one detached single family dwelling, having accommodations and occupied or to be occupied only by one family, together with other usual and customary accessory buildings. None of said lots shall ever be used for business purposes of any kind.

II.

Each dwelling house shall contain a minimum of five hundred (500) square feet of floor space, exclusive of carports and garages. No residential structure shall be placed or constructed upon any lot unless finished with brick, masonry, Austin stone, lumber or comparable material, but excluding metal buildings.

III.

No dwelling house (this is to apply to the main body or other portions of the house requiring foundations) shall be erected on any lot at any point nearer than five (5) feet to the side lines of said lot. Should any Owner own two contiguous lots, it would be permissible for such Owner to erect one dwelling house which might cross or be within five (5) feet of the common boundary line between such lots.

IV.

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

V.

No structure of a temporary character, trailer, basement, tent shack, garage, barn, bus or other vehicles, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

VI.

No signs, billboards, posters or advertising devices of any character shall be erected on any lot or plot, except street signs.

VII.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other 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.

VIII.

No animals, livestock nor poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

680/200

IX.

The invalidation of any of these restrictions by judgement or court order shall in nowise affect any of the remaining provisions, which shall remain in full force and effect.

X.

These covenants are to run with the land, and shall be binding on all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded with the County Clerk of Houston County, Texas, after which time said covenants shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or to revoke them.

XI.

All utilities shall be placed in the streets adjacent to the lot lines with the sole consent of the Developer.

XII.

No dwelling house shall have outside toilet facilities, but shall have a septic tank installed in accordance with the specifications and regulations of the State Department of Health of the State of Texas and the Houston County Lake Authority. Should a sewer system be built which could serve any Owner, he may use the septic tank above mentioned, or connect with the sewer system.

XIII.

None of the lots can be subdivided prior to the expiration of fifty years from the date hereof. Should any two Owners so elect, they may acquire any lot between and contiguous to their lots and divide such lot between themselves in any proportions they may elect, and thereafter the portion acquired by each shall be deemed and considered for all purposes as a part of the lot then owned by each of them. The purpose of this provision is to allow Owners to enlarge the size of their lots by acquiring an intervening and contiguous lot and dividing it between themselves so as to enlarge their lots.

XIV.

Enforcement shall be by proceedings at law or on equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or proposed violation, or to recover damages. Such enforcement may be by the Owner of any lot in said Subdivision, Section Two.

XV.

Lake Drive and all roads and streets and the five (5) foot strip shown along the northern boundary shown on such plat are not dedicated to any public use, but these are and shall remain the property of the Developer, his heirs and assigns, but the Owners and those with their permission or the permission of the Developer shall have full right to travel over and along such streets and roads. The five (5) foot strip along the northern boundary is reserved for the use of Developer, his heirs and assigns, and is not dedicated for any use by any Owner.

XVI.

Developer reserves the right to rearrange any unsold lots, that is to say, to enlarge, reduce, change the size or shape of any unsold lots, and to change the numbering of any of same.

XVII.

All conveyances executed by Developer conveying lots as shown on plat shall recite "No oil, gas or other minerals are conveyed hereby, but all of same are expected herefrom".

XVIII.

In formulating conditions, covenants, restrictions and warranties as hereinabove set out, it is the intention of Owner herein that this instrument, taken with the original conditions, covenants, restrictions and warranties, where not in conflict herewith, and the maps and plats as reflected by certified copy thereof in writing appearing of record in Volume 432, Page 53 of the Deed Records of Houston County, Texas, shall be the complete dedication for the use of the Owner within said dedicated Subdivisions, and any additions or extensions thereof, and shall bind Owner within said dedicated Subdivisions, and any additions or extensions thereof, and shall bind all said parties, their heirs or assigns, for the time and in the manner as hereinabove provided.

WITNESS my hand this 17 day of Feb, 1981.

JOINT ENTERPRISES OF TEXAS

By: [Signature]

STEPHEN EHLERS

DEVELOPER

Subscribed and Sworn to before me this 19 day of Feb 1981.



Natalie Choucr
Notary Public

Houston County, Tx

FILED FOR RECORD ON THE 19 DAY OF Feb A.D. 1981 AT 3:50 O'CLOCK P M.
DULY RECORDED THIS THE 13 DAY OF Feb A.D. 1981 AT 1:50 O'CLOCK M M.
INSTRUMENT NO. 952

JOHN C. SMITH, COUNTY CLERK
HOUSTON COUNTY, TEXAS

BY [Signature] DEPUTY