

RESTRICTIONS

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. 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 1200 square feet. All buildings shall be constructed on a concrete slab foundation.

(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 not to exceed an aggregate total of one (1) head per acre. Such cattle and horses shall be kept for personal use only. No swine shall be kept on the premises and no commercial 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 129.774 acres of which this is a part, being located in the J. S. O'Conner League, Abstract 66, and the Charles Baird League, Abstract 6, in Fort Bend County, Texas, 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) All storage sheds, barns and similar outbuildings shall be constructed on the rear one-half portion of the subject premises.

(9) No outdoor, open or surface toilets or privies shall be permitted.

(10) All lots or tracts and any public street right-of way abutting same shall be kept free from litter, trash, weeds and debris. No lot or tract shall be used as a dumping ground for garbage, refuse or rubbish of any kind.

(11) No trailer or mobile home, tent, camper, shack, bus, garage, barn or any other outbuilding shall at any time be used as a residence. All driveway culverts shall conform in size and capacity to the requirements of Fort Bend County.

(12) There is reserved to grantor herein, his successors and assigns, all minerals lying in, on, or under said tract of land, including oil, gas, coal, lignite, sulphur, uranium and other fissionable materials, sand, gravel, iron ore and all minerals of every type and description, whether similar or dissimilar, and whether the mining is by surface or shaft; SAVE AND EXCEPT however there is hereby conveyed to grantees, their heirs and assigns, an undivided non-participating royalty interest of 1/64 of all of said materials and minerals hereinabove described produced and saved from said premises.