

STATE OF TEXAS

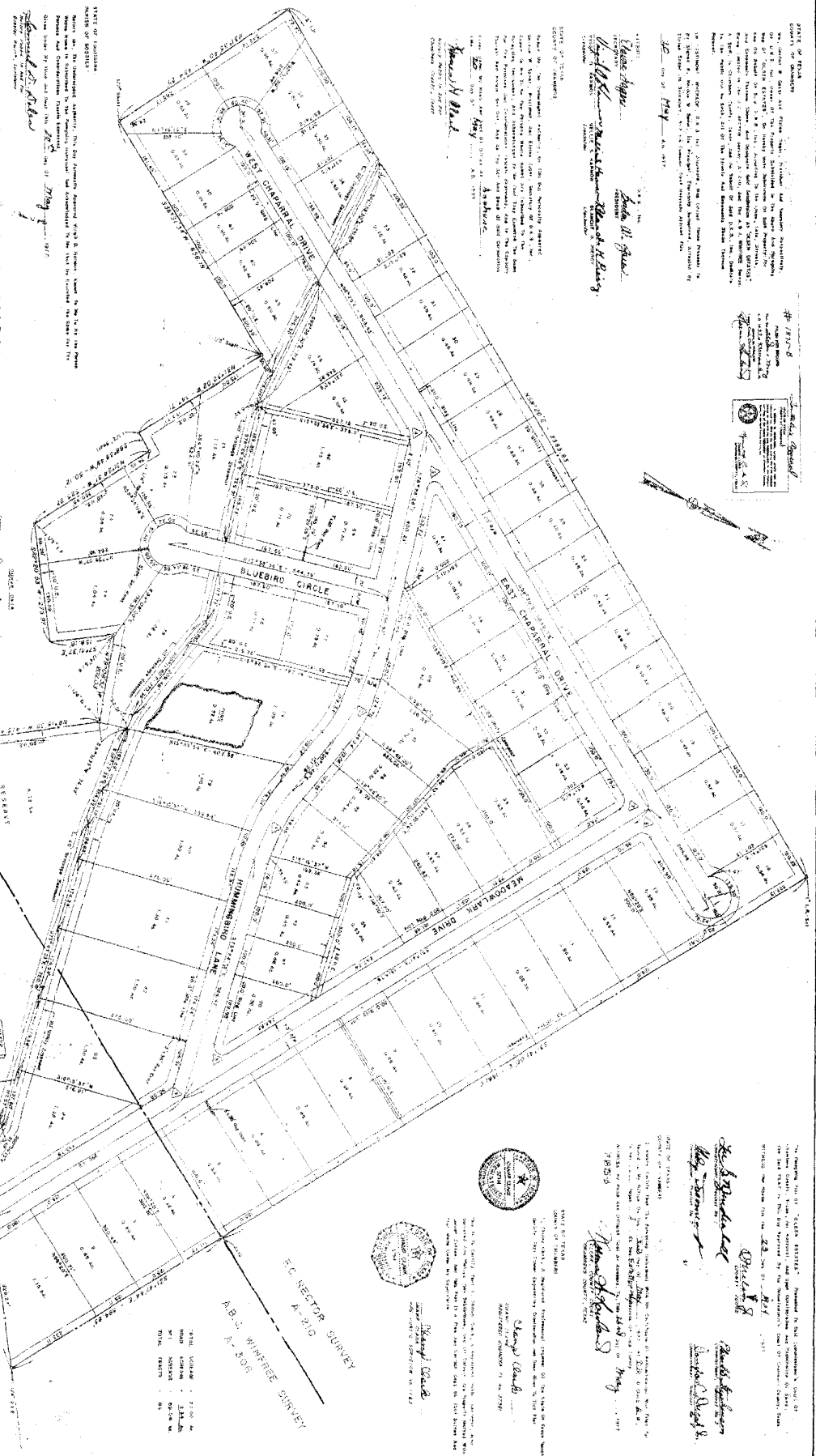
County of Bexar  
I, *Charles H. Jones*, Surveyor General, do hereby certify that the within and foregoing plat of the subdivision of the land shown on the face hereof is a true and correct copy of the original plat on file in my office, and that the same was duly recorded in the public records of the County of Bexar, State of Texas, on the 15th day of May, 1957.

*Charles H. Jones*  
Surveyor General

STATE OF TEXAS  
County of Bexar  
I, *James H. Wood*, Surveyor General, do hereby certify that the within and foregoing plat of the subdivision of the land shown on the face hereof is a true and correct copy of the original plat on file in my office, and that the same was duly recorded in the public records of the County of Bexar, State of Texas, on the 15th day of May, 1957.

*James H. Wood*  
Surveyor General

PLAT NO. 100-100  
SUBDIVISION OF THE LAND SHOWN ON THE FACE HEREOF INTO LOTS, BLOCKS AND TRACTS FOR THE PURPOSES OF THE SUBDIVISION ACT, CHAPTER 253, ACTS OF THE 55TH LEGISLATIVE SESSION, 1957.



STATE OF TEXAS  
County of Bexar  
I, *James H. Wood*, Surveyor General, do hereby certify that the within and foregoing plat of the subdivision of the land shown on the face hereof is a true and correct copy of the original plat on file in my office, and that the same was duly recorded in the public records of the County of Bexar, State of Texas, on the 15th day of May, 1957.

TABLE OF LOTS

| LOT | ACRES | FRONT  | DEPTH  | AREA      |
|-----|-------|--------|--------|-----------|
| 1   | 0.10  | 100.00 | 100.00 | 10,000.00 |
| 2   | 0.10  | 100.00 | 100.00 | 10,000.00 |
| 3   | 0.10  | 100.00 | 100.00 | 10,000.00 |
| 4   | 0.10  | 100.00 | 100.00 | 10,000.00 |
| 5   | 0.10  | 100.00 | 100.00 | 10,000.00 |
| 6   | 0.10  | 100.00 | 100.00 | 10,000.00 |
| 7   | 0.10  | 100.00 | 100.00 | 10,000.00 |
| 8   | 0.10  | 100.00 | 100.00 | 10,000.00 |
| 9   | 0.10  | 100.00 | 100.00 | 10,000.00 |
| 10  | 0.10  | 100.00 | 100.00 | 10,000.00 |

“OLSEN ESTATES”  
SUBDIVISION OF THE LAND SHOWN ON THE FACE HEREOF INTO LOTS, BLOCKS AND TRACTS FOR THE PURPOSES OF THE SUBDIVISION ACT, CHAPTER 253, ACTS OF THE 55TH LEGISLATIVE SESSION, 1957.



STATE OF TEXAS  
County of Bexar  
I, *James H. Wood*, Surveyor General, do hereby certify that the within and foregoing plat of the subdivision of the land shown on the face hereof is a true and correct copy of the original plat on file in my office, and that the same was duly recorded in the public records of the County of Bexar, State of Texas, on the 15th day of May, 1957.

STATE OF TEXAS  
County of Bexar  
I, *James H. Wood*, Surveyor General, do hereby certify that the within and foregoing plat of the subdivision of the land shown on the face hereof is a true and correct copy of the original plat on file in my office, and that the same was duly recorded in the public records of the County of Bexar, State of Texas, on the 15th day of May, 1957.

DEED RECORD

# 2304-B VOL 399 PAGE 634

THE STATE OF TEXAS §  
§  
§  
COUNTY OF CHAMBERS §  
DECLARATION, RESERVATIONS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS  
AFFECTING OLSEN ESTATES, A  
SUBDIVISION IN CHAMBERS COUNTY, TEXAS

THIS DECLARATION, made on the date hereinafter set forth by DKB, Inc., a Texas corporation, hereinafter referred to as "Developer":

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property out of the F. C. Rector Survey, Abstract 210, and A. B. J. Winfree Survey, Abstract 306, in Chambers County, Texas, containing a total of 77.40 acres, as shown on a plat or map prepared by Champ Clark, Registered Engineer, Mont Belvieu, Texas, dated the 20th day of May, 1977, and designated as "Olsen Estates", as filed of record in Volume 1, Page 3, of the Tentative Map or Plat Records of Chambers County, Texas; and

WHEREAS, the said Developer desires to make certain reservations and impress certain covenants, conditions, easements and restrictions on said tract of land, as follows:

ARTICLE I

DEDICATION AND RESERVATIONS

NOW, THEREFORE, Developer does hereby subdivide and plat said land into lots as shown on said map or plat for the purpose of establishing a subdivision to be known as "Olsen Estates", and does hereby dedicate all streets, utility, drainage and other easements shown upon said map or plat to the public, but expressly reserving to Developer, its successors and assigns, the following rights, title and easements, which reservations shall be referred to and made a part hereof and construed as being adopted in each and every contract, deed, or other conveyance executed or to be executed by or on behalf of Developer conveying said property or any part thereof.

Section 1. Developer reserves the exclusive right to construct and maintain, or cause to be constructed and maintained, in, over, or upon, along and under the streets of Olsen Estates,

and in the easements shown on the map or plat of said subdivision, all pipes, conduits and appurtenances necessary and proper for the maintenance of a system of drainage, and a system for the distribution of domestic water, to serve the residents of the said subdivision. In such connection, and in order to perform any and all functions of development that in Developer's opinion is necessary to further or complete the development of Olsen Estates, Developer reserves the right to come upon and across any of said land, at all reasonable times.

Section 2. Neither Developer nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees, or flowers, or other property situated on the land covered by said easements.

Section 3. It shall be expressly agreed and understood that the title conveyed by the Developer to any lot or parcel of land in Olsen Estates by contract, deed, or other conveyance shall not in any event be held or construed to include the title to any of the instrumentalities constructed by Developer or any utility company along any of said streets or easements for the purpose of providing water, gas, storm sewer, electric power, tele-communications, or any other utility, to serve any portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Developer.

ARTICLE II

EASEMENTS

Developer reserves a twenty (20) foot utility easement along the back line of all lots for the purpose of constructing and maintaining utilities of all types, including drainage. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which shall interfere with the installation and maintenance of such utilities, which may change the direction of flow of drainage channels in the easements.

or which may obstruct or retard the flow of water through drainage channels. Such easement area within any lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility.

ARTICLE III

CREATION OF PROPERTY OWNERS ASSOCIATION;  
MAINTENANCE OF EASEMENTS; ASSESSMENTS

Section 1. There is hereby created the Olsen Estates Property Owners Association. Each owner of a lot in Olsen Estates shall be a member of such Association, and shall be entitled to one vote for each lot owned.

Section 2. In the event the public fails to properly maintain any of the drainage easements within the subdivision, or any other easements, the members of the Association shall have a right, by majority vote, to levy an assessment against the owners of all lots; provided, however, that until such time as a majority of the lots in the subdivision have been sold, the Developer reserves the right to approve any such proposed assessment. Any assessment so approved, together with interest thereon, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lots against which each such assessment is made. Such assessment shall also be the personal obligation of the person who was the owner of the lot at the time the assessment became due and payable. All such assessments shall be used exclusively by the Association to provide for the maintenance of all easements within the subdivision, in keeping with the essential health, safety and welfare of the residents of Olsen Estates.

Section 3. Such assessment shall be at all times at a uniform rate for all lots.

Section 4. All assessments shall be paid within thirty (30) days of a statement therefor issued by the Association. Any assessment not paid within said thirty (30) days shall bear interest from the due date at the rate of ten (10%) percent per

annum, and if not paid when due, the Association may bring an action at law against the lot owner personally obligated to pay the same, or foreclose the lien against the property, as it may elect, and if the same is placed in the hands of an attorney for collection, by suit or otherwise, the Association shall be entitled to a reasonable attorney's fee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or prior mechanic's lien indebtedness.

ARTICLE IV

USE RESTRICTIONS

Section 1. All lots (except lots 2 and 84 together with the 5.38 acre Reserve) shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two automobiles.

Section 2. Any single story residence constructed on said lots must have a ground floor area of not less than 1200 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.

Section 3. Not more than one family shall reside upon any said lot.

Section 4. No home may be constructed or placed upon any lot unless it has complete sanitary facilities, including, among others, a lavatory, toilet, wash basin, tub or shower, and kitchen sink, all with running water, and all such facilities must be connected to the lot owner's private sewerage system in conformity with state and local health regulations. No outside toilets may be constructed on any lot.

Section 5. No home shall be located on any lot so that the walls are closer than the building lines established and shown on the above mentioned plat (20 foot building line behind the right of way line of all streets), nor may such walls be located closer than five (5) feet from any interior or back lot line.

Section 6. The construction of any improvements on any lot shall be completed within nine (9) months from the commencement of construction, unless an extension in such time is granted in writing by the Developer or the Association, and no structure shall be deemed to be completed until its exterior is painted and otherwise finished in a reasonable manner.

Section 7. Reasonable plans depicting the proposed construction of a residential structure on a lot shall be submitted to the Developer or the Association prior to the fact, so that the Developer or the Association may determine that such construction or placement is in conformity with this Declaration.

Section 8. No tent, camping trailer or other structure, lacking the required sanitary facilities, shall be used at any time as a residence, except that such temporary shelters may be used for camping purposes, by the lot owner and his family, for periods not to exceed fourteen (14) consecutive days.

Section 9. No obnoxious, offensive, unlawful or immoral use shall be made of any lot.

Section 10. No spirited, vinous, malt liquors, or medicated bitters capable of producing intoxication shall be sold or offered for sale on any lot.

Section 11. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot, except for decorative subdivision entry fences.

Section 12. All lots, whether occupied or not, shall be maintained in a reasonably presentable manner, and no trash, garbage or other waste shall be kept upon any lot except in sanitary containers.

Section 13. All driveway culverts shall conform to the width required or requested by the County or State, and shall be constructed of a permanent type of material.

Section 14. No automobile or automobiles shall be maintained on any lot unless the same shall be currently registered

and licensed. The commercial parking or garaging of vehicles of any type upon any lot shall be prohibited. All boats, travel trailers and vehicles of any type whatsoever shall be parked and maintained on any lot beyond the building setback line. No vehicles may be parked on any street other than conventional passenger vehicles.

Section 15. Building materials shall be stored upon any lot only in an orderly and neat manner, and only beyond the building setback line.

Section 16. The general principle of waste shall apply with regard to all lots, so that the excavation of soil for removal to another site is prohibited, and the cutting of trees is restricted to the reasonable clearing of land for the construction of improvements, to remove dead or unsightly trees, or for the thinning of trees to improve the growth of remaining trees, in keeping with sound conservation principles.

Section 17. All improvements placed upon any lot must be kept in a good state of repair, and must be painted when necessary to preserve the attractiveness thereof.

Section 18. No lot may be re-subdivided in any fashion except that any person owning more than one lot may combine said lots into one homesite for building purposes.

#### ARTICLE V

##### WATER DISTRIBUTION SYSTEM

Section 1. Developer acknowledges that it will, at its own cost and expense, construct and complete a domestic water distribution system with laterals connecting said system to all lots within Olsen Estates. Said system will be built and maintained by Developer, to the extent reasonably possible, in conformity with all applicable regulations. Said system shall be completed within a reasonable time from the date of this instrument.

Section 2. The Developer agrees to be responsible for the operation and maintenance of said system until a majority of the lots in Olsen Estates are sold (either by contract for deed

or conveyance), and following such time so long thereafter as elected by Developer. Following the time that a majority of said lots in Olsen Estates have been sold, the Developer shall have the right and option of selling and conveying all of its right, title and interest in and to said system to the Olsen Estates Property Owners Association for the consideration of \$1.00. Upon the execution and delivery of the appropriate deeds and other instruments of conveyance, the Property Owners Association shall be responsible for assuming the operation and maintenance of the system and shall have full discretionary authority with regard to the establishment of rates for services and for all other matters.

Section 3. As each residential structure is completed or placed upon a lot, the owner shall be obligated to pay to the Developer or the Association, as applicable, a connection fee, as may be established from time to time. The initial connection fee for connection to the water system shall be \$100.00. The owner of a lot shall be responsible for all expenses incurred in making the connection to the laterals adjacent to his lot, and the same shall be made in conformity with the following provisions and so as to cause no damage to the laterals: (1) the service lines from such laterals to the owner's premises shall be laid and maintained by the owner at his own cost; and (2) any leaks in any service line, pipe or fixtures on the premises of an owner shall be immediately repaired. All installations shall be inspected by the Developer or the Association to determine compliance with the above provisions.

Section 4. The water service, on any lot, shall serve only the domestic requirements of a single family, and no extraordinary use may be made of such service on any lot.

Section 5. The Developer or the Association, as applicable, shall in no event be responsible for any damages done by water escaping from service lines or for any malfunction of the water distribution system. The purchase by each owner of his lot is pursuant to the express disclaimer by Developer and the Association in this connection.



Section 4. The owner of each lot connected to the water distribution system shall pay to the Developer or the Association a reasonable monthly fee for such service. Initially, the monthly fee for water service shall be the flat fee of \$10.00. Developer or the Association reserves the right to make adjustments in said monthly fees, from time to time, as necessary, to cover increased operation and maintenance expenses, and to allow for the replacement of facilities.

ARTICLE VI  
ENFORCEMENT

Section 1. In the event any lot, including landscaping or improvements, is not maintained and kept in the manner provided herein, Developer or the Association shall have the right, either themselves, or through any other persons, to furnish the labor and/or materials necessary to bring said lot or improvements up to the standard required by the provisions of this Declaration, in Developer's or the Association's sole judgment and discretion. In such event, the owner of any such lot shall pay to Developer or the Association an amount equal to all direct and indirect costs and expenses incurred by Developer or the Association in furnishing such labor and/or materials, and such amount shall constitute a lien on such lot or parcel, and shall be payable within thirty (30) days after the charge is incurred. Any such lien in favor of Developer or the Association shall be secondary and subordinate to any prior valid first mortgage lien or mechanic's or materialman's lien covering said lot.

Section 2. The Developer or the Association, or any owner of any other lot, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer or the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VII

VOL 399 PAGE 642

GENERAL

Section 1. Invalidation of any one or more of the covenants or restrictions set out herein by the judgment of any court of competent jurisdiction shall in no wise affect any other provisions, all of which shall remain in full force and effect.

Section 2. The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 1999, after which time they shall be automatically extended for successive periods of ten (10) years each, unless by duly recorded instrument signed by a majority of the property owners, it is agreed to change or modify said covenants, conditions, and restrictions in whole or in part.

Section 3. The conveyance of all lots in Olsen Estates shall be made subject to the prior reservation of all mineral interests, and the existence of all rights of way, easements, conditions, exceptions, restrictions and covenants of whatever nature of record whether or not expressly stated or contained in a deed or contract for deed with reference to any of said lots.

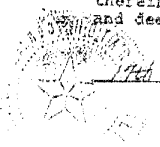
EXECUTED this 19th day of June, 1977.

DKE, INC.

By: [Signature]  
Its Officer

THE STATE OF TEXAS        §  
COUNTY OF CHAMBERS       §

Before me, the undersigned authority, on this day personally appeared E. W. Smith, an officer of DKB, INC., a corporation, 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 on this the 17th day of June, A.D., 1977.

E. W. Smith  
Notary Public in and for  
Chambers County, Texas

My commission expires:

March 31, 1979

399  
PAGE 613

FILED FOR RECORD

This the 17 day of June  
A. D. 1977 at 4:30 o'clock P. M.  
NORMA W. ROWLAND  
County Clerk, Chambers County, Texas  
By P. L. Alech Deputy

STATE OF TEXAS -  
COUNTY OF CHAMBERS

I, NORMA W. ROWLAND, hereby certify that this instrument was filed on the date and at the time stamped herein by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Chambers County, Texas, as stamped herein by me, on



Norma W. Rowland  
COUNTY CLERK  
CHAMBERS COUNTY, TEXAS

2014-B

98 363 551

AMENDMENT TO THE DECLARATION, RESERVATIONS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS AFFECTING OLSEN ESTATES,  
A SUBDIVISION IN CHAMBERS COUNTY, TEXAS

EXHIBIT "A"

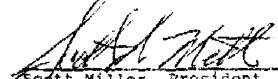
Amendment to Deed Record Vol. 399 Page 636,  
ARTICLE III Section 1

Current states: There is hereby created the Olsen Estates Property Owners Association. Each owner of a lot in Olsen Estates shall be a member of such Association, and shall be entitled to one vote for each lot owned.

Amended to: There is hereby created the Olsen Estates Property Owners Association. Each owner of a lot in Olsen Estates shall be a member of such Association. Each owner of a lot in Olsen Estates that resides in Olsen Estates shall be entitled to one vote for each lot owned in Olsen Estates. Each owner of a lot in Olsen Estates that resides outside of Olsen Estates shall be entitled to one vote as a whole regardless of the number of lots owned in Olsen Estates.

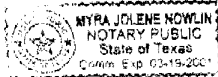
This amendment shall be in affect per Vol. 399 Page 642 Article VII (General) Section 2 states with majority of the property owners votes. (attached)

The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 1999, after which time they shall be automatically extended for successive periods of ten (10) years each, unless by duly recorded instrument signed by a majority of the property owners, it is agreed to change or modify said covenants, conditions, and restrictions in whole or in part.

  
Scott Miller, President

THE STATE OF TEXAS:  
COUNTY OF CHAMBERS:

BEFORE ME, the undersigned authority, on this 2 day of April 1998 personally appeared, Scott Miller, Association President, known to me to be person whose name are subscribed to the foregoing instrument, and after having duly sworn by me stated on oath that the matters set forth are true and correct.



  
Notary Public In and for  
the State of Texas

OFFICIAL PUBLIC RECORDS  
CHAMBERS COUNTY, TEXAS  
Created by: [unclear] Date: [unclear]

98 363 552

FILED FOR RECORD

98 APR 13 PM 2:35

*Thomas H. Crawford*  
COUNTY CLERK  
CHAMBERS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF CHAMBERS  
I, *Thomas H. Crawford*, County Clerk of said County, do hereby certify that this instrument was filed in my office on the date and at the time indicated hereon by me, and was duly recorded in the volume and page of the OFFICIAL PUBLIC RECORDS of Chambers County, Texas, as set out hereon by me on

APR 17 1998



*Thomas H. Crawford*  
COUNTY CLERK  
CHAMBERS COUNTY, TEXAS

2015 B

AMENDMENT TO THE DECLARATION, RESERVATIONS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS AFFECTING OLSEN ESTATES,  
A SUBDIVISION IN CHAMBERS COUNTY, TEXAS

EXHIBIT "A"

ARTICLE IV

The property owners of the Olsen Estates Subdivision, as evidenced by the attached affidavits, add Section 2a of the Restrictions of the Olsen Estates Subdivision appearing of record in Volume 399 of Page 637 to read as follows:

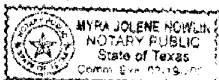
Section 2a: No trailer, tent, shack or structure of a temporary character, shall be permitted upon any lot or tract in the subdivision. No houses or other structures may be moved in and placed on any lot.

|                                    |                                  |                                     |
|------------------------------------|----------------------------------|-------------------------------------|
| <u>Scott Miller</u>                | <u>Mrs. M. W. Thomas</u>         | <u>Paul Lane</u>                    |
| <u>Mr. &amp; Mrs. M. W. Thomas</u> | <u>Richard &amp; Ruby McCall</u> | <u>Johnny &amp; Kimberly Worley</u> |
| <u>I. Monroe</u>                   | <u>Juan Solis (2)</u>            | <u>James &amp; Linda</u>            |
| <u>Joseph L. White (2)</u>         | <u>Jessie Bandy</u>              | <u>Phillip L. Bear</u>              |
| <u>Carlynn</u>                     | <u>Quada Bandy</u>               | <u>Christ Almond</u>                |
| <u>Bonnie H. Coates</u>            | <u>Mr. &amp; Mrs. Bandy</u>      |                                     |
| <u>Susan Adler (2)</u>             | <u>Mr. &amp; Mrs. Van Buren</u>  |                                     |
| <u>J. L. Dwyer (2)</u>             | <u>Janice Bandy</u>              |                                     |

THE STATE OF TEXAS:  
COUNTY OF CHAMBERS:

Scott Miller  
Scott Miller, President

BEFORE ME, the undersigned authority, on this 2 day of April, 1998 personally appeared Scott Miller, Association President, known to me to be person whose name are subscribed to the foregoing instrument, and after having duly sworn by me stated on oath that the matters set forth are true and correct.



Myra Jolene Howlin  
Notary Public in and for the State of Texas

98 363 554

STATE OF TEXAS  
COUNTY OF CHAMBERS  
I, RAYMOND GEORGE HOWARD, County Clerk, do hereby certify that the instrument  
as filed on the date hereon is the original and a true and correct copy of the  
same as the same was filed in the County and State of TEXAS, and was duly recorded in  
the County and State of TEXAS, PUBLIC RECORDS at  
Chambers County, Texas, on the date hereon by me as



*Raymond George Howard*  
APR 17 1998  
COUNTY CLERK  
CHAMBERS COUNTY, TEXAS

FILED FOR RECORD  
98 APR 13 PM 2:35

*Thomas H. Steward*  
COUNTY CLERK  
CHAMBERS COUNTY, TEXAS

# 2304-B VOL. 399 PAGE 634

THE STATE OF TEXAS §  
 § DECLARATION, RESERVATIONS, CONDITIONS,  
 § EASEMENTS AND RESTRICTIONS  
 § AFFECTING OLSEN ESTATES, A  
 COUNTY OF CHAMBERS § SUBDIVISION IN CHAMBERS COUNTY, TEXAS

THIS DECLARATION, made on the date hereinafter set forth by DKB, Inc., a Texas corporation, hereinafter referred to as "Developer";

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property out of the F. C. Rector Survey, Abstract 210, and A. B. J. Winfree Survey, Abstract 306, in Chambers County, Texas, containing a total of 77.40 acres, as shown on a plat or map prepared by Champ Clark, Registered Engineer, Mont Belvieu, Texas, dated the 20th day of May, 1977, and designated as "Olsen Estates", as filed of record in Volume 1, Page 3, of the Tentative Map or Plat Records of Chambers County, Texas; and

WHEREAS, the said Developer desires to make certain reservations and impress certain covenants, conditions, easements and restrictions on said tract of land, as follows:

ARTICLE IDEDICATION AND RESERVATIONS

NOW, THEREFORE, Developer does hereby subdivide and plat said land into lots as shown on said map or plat for the purpose of establishing a subdivision to be known as "Olsen Estates", and does hereby dedicate all streets, utility, drainage and other easements shown upon said map or plat to the public, but expressly reserving to Developer, its successors and assigns, the following rights, title and easements, which reservations shall be referred to and made a part hereof and construed as being adopted in each and every contract, deed, or other conveyance executed or to be executed by or on behalf of Developer conveying said property or any part thereof.

Section 1. Developer reserves the exclusive right to construct and maintain, or cause to be constructed and maintained, in, over, or upon, along and under the streets of Olsen Estates,



and in the easements shown on the map or plat of said subdivision, all pipes, conduits and appurtenances necessary and proper for the maintenance of a system of drainage, and a system for the distribution of domestic water, to serve the residents of the said subdivision. In such connection, and in order to perform any and all functions of development that in Developer's opinion is necessary to further or complete the development of Olsen Estates, Developer reserves the right to come upon and across any of said land, at all reasonable times.

Section 2. Neither Developer nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees, or flowers, or other property situated on the land covered by said easements.

Section 3. It shall be expressly agreed and understood that the title conveyed by the Developer to any lot or parcel of land in Olsen Estates by contract, deed, or other conveyance shall not in any event be held or construed to include the title to any of the instrumentalities constructed by Developer or any utility company along any of said streets or easements for the purpose of providing water, gas, storm sewer, electric power, tele-communications, or any other utility, to serve any portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Developer.

ARTICLE II

EASEMENTS

Developer reserves a twenty (20) foot utility easement along the back line of all lots for the purpose of constructing and maintaining utilities of all types, including drainage. Within such easements, no structure, planting or other materials shall be placed or permitted to remain which shall interfere with the installation and maintenance of such utilities, which may change the direction of flow of drainage channels in the easements,

or which may obstruct or retard the flow of water through drainage channels. Such easement area within any lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company assumes responsibility.

ARTICLE III

CREATION OF PROPERTY OWNERS ASSOCIATION;  
MAINTENANCE OF EASEMENTS; ASSESSMENTS

Section 1. There is hereby created the Olsen Estates Property Owners Association. Each owner of a lot in Olsen Estates shall be a member of such Association, and shall be entitled to one vote for each lot owned.

Section 2. In the event the public fails to properly maintain any of the drainage easements within the subdivision, or any other easements, the members of the Association shall have a right, by majority vote, to levy an assessment against the owners of all lots; provided, however, that until such time as a majority of the lots in the subdivision have been sold, the Developer reserves the right to approve any such proposed assessment. Any assessment so approved, together with interest thereon, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lots against which each such assessment is made. Such assessment shall also be the personal obligation of the person who was the owner of the lot at the time the assessment became due and payable. All such assessments shall be used exclusively by the Association to provide for the maintenance of all easements within the subdivision, in keeping with the essential health, safety and welfare of the residents of Olsen Estates.

Section 3. Such assessment shall be at all times at a uniform rate for all lots.

Section 4. All assessments shall be paid within thirty (30) days of a statement therefor issued by the Association. Any assessment not paid within said thirty (30) days shall bear interest from the due date at the rate of ten (10%) percent per

annum, and if not paid when due, the Association may bring an action at law against the lot owner personally obligated to pay the same, or foreclose the lien against the property, as it may elect, and if the same is placed in the hands of an attorney for collection, by suit or otherwise, the Association shall be entitled to a reasonable attorney's fee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or prior mechanic's lien indebtedness.

ARTICLE IV

USE RESTRICTIONS

Section 1 All lots (except lots 1 and 84 together with the 5.38 acre Reserve) shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two automobiles.

Section 2. Any single story residence constructed on said lots must have a ground floor area of not less than 1200 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.

Section 3. Not more than one family shall reside upon any said lot.

Section 4. No home may be constructed or placed upon any lot unless it has complete sanitary facilities, including, among others, a lavatory, toilet, wash basin, tub or shower, and kitchen sink, all with running water, and all such facilities must be connected to the lot owner's private sewerage system in conformity with state and local health regulations. No outside toilets may be constructed on any lot.

Section 5. No home shall be located on any lot so that the walls are closer than the building lines established and shown on the above mentioned plat (20 foot building line behind the right of way line of all streets), nor may such walls be located closer than five (5) feet from any interior or back lot line.

Section 6. The construction of any improvements on any lot shall be completed within nine (9) months from the commencement of construction, unless an extension in such time is granted in writing by the Developer or the Association, and no structure shall be deemed to be completed until its exterior is painted and otherwise finished in a reasonable manner.

Section 7. Reasonable plans depicting the proposed construction of a residential structure on a lot shall be submitted to the Developer or the Association prior to the fact, so that the Developer or the Association may determine that such construction or placement is in conformity with this Declaration.

Section 8. No tent, camping trailer or other structure, lacking the required sanitary facilities, shall be used at any time as a residence, except that such temporary shelters may be used for camping purposes, by the lot owner and his family, for periods not to exceed fourteen (14) consecutive days.

Section 9. No obnoxious, offensive, unlawful or immoral use shall be made of any lot.

Section 10. No spirited, vinous, malt liquors, or medicated bitters capable of producing intoxication shall be sold or offered for sale on any lot.

Section 11. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any lot nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot, except for decorative subdivision entry fences.

Section 12. All lots, whether occupied or not, shall be maintained in a reasonably presentable manner, and no trash, garbage or other waste shall be kept upon any lot except in sanitary containers.

Section 13. All driveway culverts shall conform to the width required or requested by the County or State, and shall be constructed of a permanent type of material.

Section 14. No automobile or automobiles shall be maintained on any lot unless the same shall be currently registered

and licensed. The commercial parking or garaging of vehicles of any type upon any lot shall be prohibited. All boats, travel trailers and vehicles of any type whatsoever shall be parked and maintained on any lot beyond the building setback line. No vehicles may be parked on any street other than conventional passenger vehicles.

Section 15. Building materials shall be stored upon any lot only in an orderly and neat manner, and only beyond the building setback line.

Section 16. The general principle of waste shall apply with regard to all lots, so that the excavation of soil for removal to another site is prohibited, and the cutting of trees is restricted to the reasonable clearing of land for the construction of improvements, to remove dead or unsightly trees, or for the thinning of trees to improve the growth of remaining trees, in keeping with sound conservation principles.

Section 17. All improvements placed upon any lot must be kept in a good state of repair, and must be painted when necessary to preserve the attractiveness thereof.

Section 18. No lot may be re-subdivided in any fashion except that any person owning more than one lot may combine said lots into one homesite for building purposes.

#### ARTICLE V

##### WATER DISTRIBUTION SYSTEM

Section 1. Developer acknowledges that it will, at its own cost and expense, construct and complete a domestic water distribution system with laterals connecting said system to all lots within Olsen Estates. Said system will be built and maintained by Developer, to the extent reasonably possible, in conformity with all applicable regulations. Said system shall be completed within a reasonable time from the date of this instrument.

Section 2. The Developer agrees to be responsible for the operation and maintenance of said system until a majority of the lots in Olsen Estates are sold (either by contract for deed

or conveyance), and following such time so long thereafter as elected by Developer. Following the time that a majority of said lots in Olsen Estates have been sold, the Developer shall have the right and option of selling and conveying all of its right, title and interest in and to said system to the Olsen Estates Property Owners Association for the consideration of \$1.00. Upon the execution and delivery of the appropriate deeds and other instruments of conveyance, the Property Owners Association shall be responsible for assuming the operation and maintenance of the system and shall have full discretionary authority with regard to the establishment of rates for services and for all other matters.

Section 3. As each residential structure is completed or placed upon a lot, the owner shall be obligated to pay to the Developer or the Association, as applicable, a connection fee, as may be established from time to time. The initial connection fee for connection to the water system shall be \$100.00. The owner of a lot shall be responsible for all expenses incurred in making the connection to the laterals adjacent to his lot, and the same shall be made in conformity with the following provisions and so as to cause no damage to the laterals: (1) the service lines from such laterals to the owner's premises shall be laid and maintained by the owner at his own cost; and (2) any leaks in any service line, pipe or fixtures on the premises of an owner shall be immediately repaired. All installations shall be inspected by the Developer or the Association to determine compliance with the above provisions.

Section 4. The water service, on any lot, shall serve only the domestic requirements of a single family, and no extraordinary use may be made of such service on any lot.

Section 5. The Developer or the Association, as applicable, shall in no event be responsible for any damages done by water escaping from service lines or for any malfunction of the water distribution system. The purchase by each owner of his lot is pursuant to the express disclaimer by Developer and the Association in this connection.

Section 6. The owner of each lot connected to the water distribution system shall pay to the Developer or the Association a reasonable monthly fee for such service. Initially, the monthly fee for water service shall be the flat fee of \$10.00. Developer or the Association reserves the right to make adjustments in said monthly fees, from time to time, as necessary, to cover increased operation and maintenance expenses, and to allow for the replacement of facilities.

ARTICLE VI  
ENFORCEMENT

Section 1. In the event any lot, including landscaping or improvements, is not maintained and kept in the manner provided herein, Developer or the Association shall have the right, either themselves, or through any other persons, to furnish the labor and/or materials necessary to bring said lot or improvements up to the standard required by the provisions of this Declaration, in Developer's or the Association's sole judgment and discretion. In such event, the owner of any such lot shall pay to Developer or the Association an amount equal to all direct and indirect costs and expenses incurred by Developer or the Association in furnishing such labor and/or materials, and such amount shall constitute a lien on such lot or parcel, and shall be payable within thirty (30) days after the charge is incurred. Any such lien in favor of Developer or the Association shall be secondary and subordinate to any prior valid first mortgage lien or mechanic's or materialman's lien covering said lot.

Section 2. The Developer or the Association, or any owner of any other lot, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer or the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VII

VOL. 399 PAGE 642

GENERAL

Section 1. Invalidation of any one or more of the covenants or restrictions set out herein by the judgment of any court of competent jurisdiction shall in no wise affect any other provisions, all of which shall remain in full force and effect.

Section 2. The covenants and restrictions of this Declaration shall run with and bind the land until December 31, 1999, after which time they shall be automatically extended for successive periods of ten (10) years each, unless by duly recorded instrument signed by a majority of the property owners, it is agreed to change or modify said covenants, conditions, and restrictions in whole or in part.

Section 3. The conveyance of all lots in Olsen Estates shall be made subject to the prior reservation of all mineral interests, and the existence of all rights of way, easements, conditions, exceptions, restrictions and covenants of whatsoever nature of record whether or not expressly stated or contained in a deed or contract for deed with reference to any of said lots.

EXECUTED this 17th day of June, 1977.

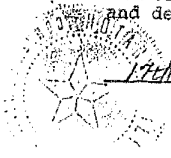
DKB, INC.

By: G. W. Brown  
Its Officer



THE STATE OF TEXAS           §  
COUNTY OF CHAMBERS       §

Before me, the undersigned authority, on this day personally appeared A. W. Spurr, an officer of DKB, INC., a corporation, 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 on this the day of June, A.D., 1977.

Clairne Spurr  
Notary Public in and for  
Chambers County, Texas

My commission expires:

March 31, 1979

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PAGE 643

-9-

FILED FOR RECORD

This the 17 day of June

A. D. 1977 at 4:30 o'clock P.M.

NORMA W. ROWLAND  
County Clerk, Chambers County, Texas

By L. L. Alshen Deputy

STATE OF TEXAS  
COUNTY OF CHAMBERS

I, NORMA W. ROWLAND, hereby certify that this instrument was filed on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Chambers County, Texas, as stamped hereon by me, on



Norma W. Rowland  
COUNTY CLERK  
CHAMBERS COUNTY, TEXAS

DEED RECORD

233-B

VOL. 392 PAGE 544

THE STATE OF TEXAS

COUNTY OF CHAMBERS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, BLANCHE H. PIERCY, a widow, of Bossier Parish, Louisiana, (hereinafter called "Grantor") for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to me in hand paid by GORDON SPEER, of Chambers County, Texas, (hereinafter called "Grantee") the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the execution by Grantee to Grantor of one certain Promissory Note described as follows:

Note of even date herewith in the principal sum of TWO HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED SIX AND 75/100 (\$217,406.75) DOLLARS, providing for interest at the rate of SEVEN (7%) PER CENT per annum, from date until maturity and TEN (10%) PER CENT per annum from maturity until paid on all past due principal and interest, executed by Grantee, payable to the order of Grantor, in installments and as therein provided and finally maturing on January 25, 1992, which said Note contains certain pre-payment privileges and the usual provisions for acceleration of maturity and payment of attorney's fees in the event of default; and which said Note further provides that the Maker shall not be personally liable for the payment of the Note or for any sums owing or to be owing under the Deed of Trust hereinafter described, but rather that the payee shall look solely to the real property securing the payment of such Note and that no judgment shall be taken against the Maker except to the extent, if any, necessary or incident to the foreclosure of such security;

which said note is secured by the Vendor's Lien herein reserved, covering the property described below, and is additionally secured by a Deed of Trust of even date herewith from Grantee to CHAP. B CAIN, JR., TRUSTEE, for the use and benefit of Grantor, covering such property;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY to Grantee, subject to the remaining terms and provisions hereof, that certain 68.251 acres of land situated in the F. C. Rector Survey, Abstract No. 210, Chambers County, Texas, and more fully described by metes and bounds as follows, to-wit:

SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PERTINENT PURPOSES.

EXHIBIT "A"

THE STATE OF TEXAS )(  
COUNTY OF CHAMBERS )(

FIELD NOTES of 68.351 acres of land situated in the F. C. Rector Survey, Abstract No. 210, Chambers County, Texas, and being out of and a part of a so-called 25 acre tract of land conveyed by Leona Maley Franssen and Blanche Harmon to Ralph Maley in a deed dated April 19, 1937, and recorded in Volume 60 Page 136 of the Deed Records of Chambers County, Texas; a so-called 25 acre tract of land conveyed by Mary Olson to Leona Maley by deed dated May 17, 1911, and recorded in Volume 1 Page 148 of the Deed Records of Chambers County, Texas; and further conveyed by Ralph Maley and Blanche Harmon to Leona Maley Franssen by a Quit Claim Deed appearing in Volume 60 Page 130 of the Deed Records of Chambers County, Texas; a so-called 25 acre tract of land conveyed by Mrs. Leona Maley Franssen and Ralph Maley to Blanche Harmon by deed dated April 19, 1937, and recorded in Volume 60 Page 131 of the Deed Records of Chambers County, Texas, and also being out of and a part of a so-called 12.5 acre tract of land conveyed by Ralph E. Maley, and wife, Edna I. Maley to Leona Maley Franssen by deed dated March 4, 1929, and all being out of and a part of Lot 3 of the tract of land known as the William and Mary 500 acre tract of land.

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All coordinates and bearings refer to the Texas State Plane Coordinate System, South Central Zone, as established by the U. S. C. & G., 1934, and authorized for use by Article 5300A of the Revised Civil Statutes of the State of Texas, the point of origin for this survey being "Barber 1931" First Order Triangulation Station having a coordinate value of Y= 750,065.04 feet and X= 3,304,777.65 feet and is situated at Latitude 29 degrees 49 minutes 59.187 seconds North and Longitude 94 degrees 53 minutes 02.020 seconds West.

BEGINNING at a 2" I.P. set in the South line of a 72.446 acre tract of land conveyed as Fifth Tract in a deed dated November 30, 1971, and conveyed by Arnold A. Schaeffer, et al, to Henry R. Pearson Trustee, and filed under Chambers County Clerk File No. 2570, 1971. Said BEGINNING corner having a Texas Plane coordinate System Value of Y= 749,925.75 feet and X= 3,322,651.18 feet and being the Northwest corner of said Lot No. 3 and the Northwest corner of the tract of land conveyed to Blanche Piercy in Volume 60 Page 131 of the Deed Records of Chambers County, Texas.

THENCE South 31 degrees 38 minutes 15 seconds East with the West line of said Lot No. 3 and the West line of the tract of land described in Volume 60 Page 131 of the Deed Records of Chambers County, Texas, and with a fence at 2.86 feet pass a 1 1/2" I.P. found on line, in all a total distance of 484.43 feet to a 1 1/2" iron shaft found at a fence corner for the Northwest corner of a so-called 5.23 acre tract of land conveyed by Mrs. Blanche Piercy to B. J. Harmon, and wife Ruby Harmon, in a correction Deed dated April 27, 1955, and recorded in Volume 167 Page 193 of the Deed Records of Chambers County, Texas. Said 5.23 acre tract of land found to actually contain 5.243 acres.

THENCE North 58 degrees 31 minutes 07 seconds East with the North line of the B. J. Harmon 5.243 acre tract of land and with a fence a distance of 656.49 feet to a 1 1/2" iron shaft found at a fence corner for the Northeast corner of the Harmon tract of land.

THENCE South 31 degrees 31 minutes 32 seconds East with the East line of the B. J. Harmon tract of land and with a fence a distance of 347.65 feet to a 1 1/2" iron shaft found for the Southeast corner of the B. J. Harmon 5.243 acre tract of land, and being the Northwest corner of a 50 foot strip of land described as Parcel 2 in the correction Deed appearing in Volume 167 Page 193 of the Deed Records of Chambers County, Texas.

THENCE North 58 degrees 40 minutes 30 seconds East with the North line of said 50 foot strip of land and with a fence a distance of 50 feet to an iron shaft found at a fence corner for the Northeast corner of said 50 foot strip of land.

THENCE South 31 degrees 26 minutes 51 seconds East with the East line of said 50 foot strip of land and with a fence a distance of 325.29 feet to a 1 1/2" I.P. found for the Northwest corner of a two acre tract of land conveyed by Blanche Harmon Piercy and husband, M. G. Piercy to Ben I. Bonner, and wife Nova Bonner by deed dated January 17, 1961, and recorded in Volume 227 Page 617 of the Deed Records of Chambers County, Texas.

THENCE North 92 degrees 19 minutes 45 seconds East with the North line of the Bonner tract of land a distance of 278.99 feet to a 1 1/2" C.I.P. set for the most western South-west corner of a 1.522 acre tract of land which was called 1.5 acres in a deed dated July 19, 1953, and conveyed by M. G. Piercy, and wife, Blanche Harmon Piercy, to Billy E. Wood, and wife Virginia Wood and recorded in Volume 246 Page 293 of the Deed Records

of Chambers County, Texas, and from said corner a 1 1/2" G.I.P. set at a 1/4" G.I.P., found for the Northeast corner of the Bonner tract of land bears North 82 degrees 15 minutes 45 seconds East 63.69 feet.

TRENCE North 07 degrees 40 minutes 15 seconds West with the West line of the Wood tract of land a distance of 158.30 feet to a 1" C.I.F. found in a fence line for the Northwest corner of the Billy Wood tract of land.

TRENCE South 79 degrees 04 minutes 15 seconds East with the North line of the Wood tract of land and with a fence a distance of 202.24 feet to a 1 1/2" G.I.P. set at a fence corner on the West side of a private shell road for the Northeast corner of the Wood tract of land.

TRENCE South 08 degrees 19 minutes 45 seconds East with the East line of the Wood tract of land and with the fence on the West side of said private shell road a distance of 415.26 feet to a 2" I.P. set in the North right of way line of Interstate Highway No. 10 for the Southeast corner of the Wood Tract of land.

TRENCE North 52 degrees 10 minutes 00 seconds East with the North right of way line of Interstate Highway No. 10 a distance of 39.56 feet to a 2" I.P. set where the North right of way line of said Highway intersects the South line of the F. C. Rector Survey and the North line of the A. B. J. Winfree Survey and being the West corner of a 9.160 acre tract of land belonging to Virgili D. Harmon.

TRENCE North 58 degrees 15 minutes 00 seconds East with the South line of the Rector Survey, the North line of the Winfree Survey and the North line of the Virgili D. Harmon 9.160 acre tract of land a distance of 1341.20 feet to an axle found for the North corner of the Harmon tract of land and the Southeast corner of this tract of land and being the Southwest corner of an 8.977 acre tract of land described as Fourth Tract and the Northwest corner of a 160.739 acre tract of land conveyed as Second Tract in a deed dated November 30, 1971, from Arnold A. Schaeffer, et al, to Henry R. Pearson Trustee, and recorded under Chambers County Clerk File No. 2570, 1971.

TRENCE North 31 degrees 41 minutes 00 seconds West with the East line of this tract of land and the West line of said 8.977 acre tract of land and with a fence a distance of 1561.00 feet to an axle found for the Northeast corner of this tract of land and the Northwest corner of said 8.977 acre tract of land and being in the South line of said 72.446 acre tract of land conveyed as Fifth Tract in the Deed from Arnold A. Schaeffer, et al, to Henry R. Pearson, Trustee, and filed under Chambers County Clerk File No. 2570, 1971.

TRENCE South 58 degrees 20 minutes 00 seconds West with the North line of this tract of land and the South line of said 72.446 acre tract of land and with a fence a distance of 2334.42 feet to the PLACE OF BEGINNING and containing 68.251 acres of land.

EXHIBIT "A"

VOL. 382 PAGE 547

This conveyance is made and accepted subject to all restrictions, reservations, covenants, conditions, rights-of-way, and easements of record, if any, affecting the use of the above described property.

There is excepted herefrom and reserved unto Grantor a 1/16th non-participating royalty interest in the oil, gas and other minerals that may be saved and produced from the land hereby conveyed.

TO HAVE AND TO HOLD the said property and premises, together with all and singular the rights and appurtenances thereto in any-wise belonging, unto the said Grantee, his heirs, executors and assigns forever, and Grantor does hereby bind herself, her heirs, executors and assigns to WARRANT AND FOREVER DEPEND all and singular the said property and premises unto the said Grantee, his heirs, executors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that a Vendor's Lien and superior title is retained in favor of Grantor against the said property and premises until the above described Note, together with all interest thereon and charges pertinent thereto, is fully paid according to the face, tenor, effect and reading, when this Deed shall become absolute.

Grantor does agree herein to furnish partial releases from the Vendor's Lien herein above mentioned in accordance with the terms of the Deed of Trust Lien executed even date herewith as additional security for the payment of the deferred consideration hereinabove mentioned.

EXECUTED, this the 25th of January, A. D., 1977.

*Blanche H. Piercy*  
BLANCHE H. PIERCY, a widow

SRE

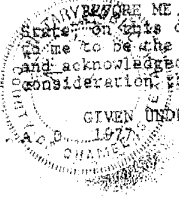
31

THE STATE OF TEXAS  
COUNTY OF CHAMBERS

VOL 392 PAGE 548

BEFORE ME, the undersigned authority in and for said County and State on this day personally appeared BLANCHE H. PIERCY, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of January,



(SEAL)

*Betty Simons*  
NOTARY PUBLIC IN AND FOR CHAMBERS  
COUNTY, TEXAS

FILED FOR RECORD

This the 26 day of Jan  
A. D. 19 77 at 3:30 o'clock P.M.

NORMA W. ROWLAND  
County Clerk, Chambers County, Texas

*Norma W. Rowland*

STATE OF TEXAS  
COUNTY OF CHAMBERS

I, NORMA W. ROWLAND, hereby certify that this instrument was filed on the date and at the time stamped herein by me and was duly RECORDED in the Volume and Page of the named RECORDS of Chambers County, Texas, as appears herein by me, on



FEB 1 1977

*Norma W. Rowland*  
COUNTY CLERK  
CHAMBERS COUNTY TEXAS







CORPORATION ACKNOWLEDGEMENT

498 507 REC 309

THE STATE OF TEXAS  
COUNTY OF Chambers

BEFORE ME, the undersigned authority, on this day personally appeared GORDON W. SPEER, known to me to be the person whose name is subscribed to the foregoing instrument as, PRESIDENT of DKE, 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 12 day of July A.D., 1982

My commission expires: 2-28-84

Karrell Harperave  
Notary Public in and for Chambers  
County, Texas  
Notary's Printed Name: Karrell Harperave



ADDENDUM

12. It is understood and agreed between Lessor and Lessee, that Lessee shall conduct no operations on the surface of the lands covered by this lease, but that Lessee may utilize said lands by alternative methods including, but not limited to, unitizing, pooling, or directionally drilling said lands.

Signed for Identification

DKE, INC.  
BY: Gordon W. Speer  
Gordon W. Speer  
President

STATE OF TEXAS  
COUNTY OF CHAMBERS  
I, NORMA W. ROWLAND, hereby certify that this instrument was filed on the date and at the time stamped herein by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Chambers County, Texas, as stamped herein by me, on



AUG 10 1982  
Norma W. Rowland  
COUNTY CLERK  
CHAMBERS COUNTY, TEXAS

FILED FOR RECORD

1982 AUG -4 PM 12:34

Norma W. Rowland  
COUNTY CLERK  
CHAMBERS COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS  
CHAMBERS COUNTY, TEXAS  
Heather H. Hawthorne, County Clerk

Environmental Protection & Permitting Agency

AFFIDAVIT TO THE PUBLIC

2014 BK VOL PG  
97930 DR 1526 678

THE COUNTY OF CHAMBERS  
STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared

L. LaNae Thompson  
PRINTED NAME OF HOMEOWNER/REPRESENTATIVE

3200 Kathleen Dr Baytown TX 77523  
CURRENT MAILING ADDRESS

Who, after being by me duly sworn, upon oath states that he/she is the owner of record of that certain tract of parcel of land lying and being situated in Chambers County, Texas and being more particularly described as follows:

Legal description of property: Lot 80 of Olsen Estates a subdivision  
of Chambers County, also known as 15302 Hummingbird  
Cn, Baytown, TX 77523  
CLERK FILE VOLUME 1525 PAGE 96

The undersigned further states that a surface application on-site wastewater treatment system will be installed in accordance with the permitting provisions of Chambers County- The undersigned has entered into a maintenance agreement, as required by this permitting entity, with an approved maintenance company for services and repairs to the surface application system-

Furthermore, the undersigned states that he/she will, upon any sale or transfer of the above-described property, request a transfer of the permit to operate such surface application system to the buyer or transferee- Any buyer or transferee is hereby notified that a maintenance contract with an approved maintenance company will be required for use of the system- For information concerning the rules or regulations on surface application on-site waste water treatment system, please contact the Texas Commission on Environmental Quality Region 12, 5425 Polk Ave, Ste #H, Houston, TX 77023-1486.

WITNESS MY HAND on this 8th day of October, 2014

L. LaNae Thompson  
SIGNATURE OF HOMEOWNER

[Signature]  
SIGNATURE OF HOMEOWNER / REPRESENTATIVE

L. LaNae Thompson  
PRINTED NAME OF HOMEOWNER

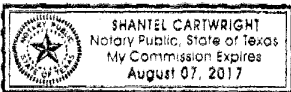
L. LaNae Thompson  
PRINTED NAME OF HOMEOWNER REPRESENTATIVE

SWORN TO AND SUBSCRIBED BEFORE ME on this 8th day of October, 2013.

[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

Notary's Printed Name: Shantel Cartwright

My Commission Expires: Aug 7, 2017



2014 BK VOL FG  
97930 OR 1526 679

FILED FOR RECORD IN:

Chambers County

ON: OCT 22, 2014 AT 02:43P

AS (IN) Public Records

Heather H. Hawthorne, COUNTY CLERK

CLERK NUMBER 97930 PAGES 2

AMOUNT: 26.00

RECEIPT NUMBER 14300707

BY MRHAME  
STATE OF TEXAS Chambers County  
AS STAMPED HEREON BY ME. OCT 22, 2014

Heather H. Hawthorne, COUNTY CLERK

Recorded: *Melinda Chame*