

LOT 26-BLK-3 TALL PINES

VOL 713 PAGE 867

248522

DEEDS

THE STATE OF TEXAS)
COUNTY OF MONTGOMERY)

KNOW ALL MEN BY THESE PRESENTS:

THAT I, ROBERT A. BRADLEY, TRUSTEE, of the County of Harris, State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to me in hand paid by GEORGE DOUGLAS FRAZIER and wife, BARBARA JEAN FRAZIER, the receipt and sufficiency of which are hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said GEORGE DOUGLAS FRAZIER and wife, BARBARA JEAN FRAZIER, of the County of Montgomery, State of Texas, all that certain tract or parcel of land, lying and being situated in Montgomery County, Texas, and being more particularly described as follows:

A tract or parcel of land out of the Bartley Murray Survey, Abstract 343, Montgomery County, Texas, said tract also being a part of that certain 217.55 acre tract described in Deed recorded in Volume 658, Page 413 of the Deed Records of Montgomery County, Texas, and being more particularly described by Metes and Bounds as follows:

BEGINNING at a point, the most Northerly corner of the herein described tract, said point being located North a distance of 2,554.29 feet and East a distance of 1,680.10 feet from the Southwest corner of the said 217.55 acre tract;

THENCE South 43° 19'29" East a distance of 185.60 feet to a point for corner;

THENCE South 27° 43'06" West a distance of 356.86 feet to a point for corner;

THENCE on a curve to the left having a radius of 830' also being the North right-of-way line of Tall Pines Drive for a distance of 139.64 feet to a point for corner;

THENCE North 22° 47'42" East a distance of 418.96 feet to the POINT OF BEGINNING, and containing 1.381 acres.

This conveyance is made and accepted subject to those restrictions, conditions and covenants set out in Exhibit "A" attached hereto and made a part hereof for all intents and purposes, all of which shall be binding upon the Grantee, their heirs and assigns.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GEORGE DOUGLAS FRAZIER and wife, BARBARA JEAN FRAZIER, their heirs and assigns forever; and I do hereby bind myself, my successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said GEORGE DOUGLAS FRAZIER and

wife, BARBARA JEAN FRAZIER, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

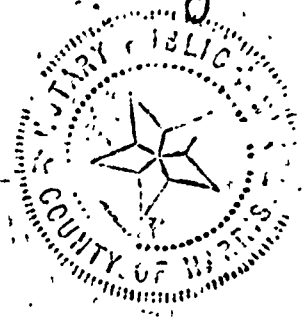
WITNESS MY HAND AT HOUSTON, TEXAS, THIS 17 DAY OF June 1970.

Robert A. Bradley, Trustee
ROBERT A. BRADLEY, TRUSTEE

THE STATE OF TEXAS)
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT A. BRADLEY, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of June, 1970.



Erline Fare
Notary Public in and for Harris County, Texas.

RESTRICTIONS OF TALL PINES SUBDIVISION TRACT
MONTGOMERY COUNTY, TEXAS

THAT ROBERT A. BRADLEY, TRUSTEE, the owner of TALL PINES SUBDIVISION TRACT, in Montgomery County, Texas, does hereby create the following set of restrictions in order to insure to all purchasers that the properties thereon will be developed and maintained in a uniform manner to the mutual benefit of himself and all future owners; and accordingly, the following conditions, restrictions and covenants running with the land, binding upon all tracts and future purchasers or owners, their heirs and assigns, and all parties, or persons, holding possession under such purchasers or future owners in TALL PINES. Each purchaser and future owner or party holding possession under such person, agree that as a part of the consideration for their purchase and deed that they shall be subject to and bound by the conditions, restrictions and covenants, as follows:

1. The conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until January 1, 1999, and may be extended for additional ten (10) year periods thereafter, provided that three-fourths (3/4ths) of the then owners of tracts in said subdivision shall agree in writing properly filed in the Office of the County Clerk of Montgomery County, Texas, that the said restrictions shall be continued for such period.

2. (a) All tracts of TALL PINES shall be used for residential purposes only, excepting Lots 1 and 2, Block 1, Lots 1, 2 and 3, Block 2, and Lot 28, Block 3. No tract shall be used or occupied for any vicious or immoral purpose, nor in violation of the laws of the local, State or Federal governments. No animals shall be raised or maintained on the property in such manner or with such lack or care as to cause offensive odors or noises, or so as to otherwise be a nuisance or annoyance to persons of ordinary reasonable sensitivity. Likewise and in addition thereto, no animals shall be raised or maintained for commercial purposes. No animals or poultry, other than household pets, shall be maintained on any tract unless the tract or tracts consist of one acre or more. No hunting or discharge of firearms shall be permitted.

(b) Lots 1 and 2, Block 1, Lots 1, 2 and 3, Block 2, and Lot 28, Block 3 may be used for commercial purposes. However, such commercial usage shall be limited to activities which are not offensive to or detract from the residential character of the development.

3. (a) No residence shall be built or maintained on an area of less than 1,500 square feet of living area, exclusive of garages and open porches. Residences built on tracts having a depth of at least 200 feet shall be built at least 50 feet

from the main roadways, at least 5 feet from the interior tract lines and at least 15 feet from any side lots. Residences built on tracts having a depth of at least 150 feet shall be built at least 30 feet from the main roadways as dedicated, at least 5 feet from the interior tract lines and at least 15 feet from any side lots. Residences built on tracts having a depth of less than 150 feet must be built at least 25 feet from the main roadways as dedicated, at least 5 feet from the interior tract lines and at least 15 feet from any side lots. The exterior of the residence shall be finished with at least fifty-one (51) per cent brick, and the rest, if of a material other than brick or material, not commonly decorated or painted, shall be painted with at least two (2) coats of paint. All buildings shall be finished within six (6) months from the date construction is commenced. Drainage culverts between driveways and designated streets shall be installed before completion of any improvements. No tent, trailer, shack or barn, or other outbuildings, shall at any time be used as a residence, either temporarily or permanently. All outbuildings shall be located to the rear of the residence. Only one main residence and one secondary residence (for guests or servants) shall ever be built or maintained on any tract or building site. The moving of used buildings onto any building site in the subdivision is prohibited. There is hereby created an Architectural Control Committee. The Committee shall be composed of three (3) members who are property owners. Until such time as the developer has conveyed eighty-five (85) per cent of the tracts in TALL PINES, the developer shall appoint such members and fill vacancies on the committee. When a total of eighty-five (85) per cent of the tracts have been conveyed by warranty deed then the membership of the Control Committee shall be filled by majority vote of the property owners of TALL PINES. It shall be the purpose of the committee, in reviewing plans, specifications and tract plans to insure for all owners harmony of external and structural design and quality with existing structures and with the overall intended quality of the subdivision. The committee shall have the right to designate a representative to act for it in all matters arising hereunder. All fences which cross the building lines above described must be approved by the Architectural Control Committee.

(b) No parcel shall be divided into a lot or lots less than one (1) full acre in size.

(c) Each lot owner may construct one temporary residence of not less than 280 square feet in size. Exterior of such temporary structure must be painted with at least two (2) coats of paint. Such structure will be no closer than 300 feet to the front lot line except in such case as where there is insufficient depth to meet such 300 foot requirement, then the rear of such temporary structure shall be 30 feet from the rear lot line.

4. It is specifically agreed that tract owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction or residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of the same and shall at all times maintain such property

in conformity with the general plan and scheme of residential development as herein set forth, to the end and purpose that the property herein sold, as well as other properties in the subdivision will maintain uniform conformative development. No leaves, brush, timber, debris or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways.

5. No billboards or other advertising signs of any nature, either commercial or private, shall be erected or maintained, save and except, reasonable "For Sale" or "For Rent" signs pertaining to the sale or rental of the tract or tracts and improvements thereon.

6. Whenever a residence is established on any tract it shall provide an inside toilet and shall be connected with a septic tank and drain field. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision, and drainage of septic tanks or sewerage into roads, lakes, streets, alleys ditches, ravines, or upon the open ground shall be prohibited and enforceable as any other violation of these restrictions by any resident in the subdivision or by public body. The purchaser of a parcel of land in the subdivision shall, upon constructing any residence upon this tract, or any person making use of his tract of land, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property, and shall fill in sufficient dirt over and around the same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch. Outside toilets are strictly prohibited.

7. All tracts are sold subject to easement for public utilities as may already be existing or as may become reasonably necessary to create in the future and all of which rights is reserved so as to permit good development of the subdivision and provide necessary utilities. All existing roads are hereby dedicated as public road easements to inure to the benefit of the property owners of this subdivision and insure permanent access to their land. All tracts herein sold are subject to prior recorded reservations of oil, gas and other minerals, together with all restrictions herein set forth and as well as any other easements, reservations and restrictions of record.

8. No used or new building materials whatsoever shall be placed or stored on any tract in said subdivision, and all buildings when started must be completed within six (6) months from date of beginning.

9. If the parties hereto, or any one of the future owners of this subdivision, their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, then any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person or persons from so doing by prohibitive or mandatory injunction and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in nowise affect or invalidate any of the other provisions, but all such other provisions shall remain in full force and effect.

VOL 713 PAGE 872

10. The purpose of the foregoing restrictions is to maintain a high standard of living conditions and thereby make it a desirable residential section. It is understood and agreed that should a violation, or attempted violation of any of the foregoing covenants and restrictions by a purchaser in said subdivision occur, ROBERT A. BRADLEY, Trustee, is in no way responsible, either financial or otherwise, but will use his best efforts to adjust any violations.

Filed for Record at 11 o'clock A. M. 7/17 1970 ROY HARRIS
Clerk County Court, Montgomery Co., Texas-By O. H. Jackson Deputy

Exhibit A