

25268

DEED
VOL 1270 PAGE 442

THE STATE OF TEXAS]
COUNTY OF BRAZORIA]

KNOW ALL MEN BY THESE PRESENTS:

That THE FIRST SAVINGS AND LOAN ASSOCIATION OF ALVIN, acting by and through its duly authorized officers,

of the County of Brazoria, State of Texas, hereinafter called GRANTOR(S), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash, and other good and sufficient consideration in hand paid by CLIFTON B. MONTIETH, II, and wife, MARY P. MONTIETH,

of the County of Brazoria, State of Texas, hereinafter called GRANTEE(S), receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by the said GRANTEE(S) of their one certain promissory note of even date herewith for the principal sum of THIRTY-FIVE THOUSAND AND NO/100-----
-----(\$35,000.00)

DOLLARS payable to the order of THE FIRST SAVINGS AND LOAN ASSOCIATION OF ALVIN, ALVIN, TEXAS,

at the request of the GRANTEE(S) herein, it having advanced funds to the full amount of said note, the principal and interest payable in monthly installments (or according to an amortization plan) with interest prior to maturity as therein set out, both principal and interest payable at THE FIRST SAVINGS AND LOAN ASSOCIATION OF ALVIN, ALVIN, TEXAS,

said note containing the usual acceleration maturity and attorney's fee clause, said note being further secured by deed of trust of even date herewith conveying the hereinafter described property to A. GUY CROUCH, III, TRUSTEE, of Brazoria County, Texas, special reference to which is here made for all purposes, and to secure the full payment, a Vendor's Lien is hereby reserved and retained on the hereinafter described property, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said GRANTEE(S), of the County of Brazoria, State of Texas, all the following described property lying and being situated in Brazoria County, Texas, to-wit:

Law Offices
Crouch and Crouch
Alvin, Texas

D E E D

THE SURFACE ONLY IN AND TO:

VOL. 1270 PAGE 443

TRACT NO. 13: 1.00 acre of land situated in Lot 12 of Sharp's Subdivision of 496.89 acres out of Section 39, H.T. & B. RR Co. Survey, Abstract 307, as recorded in Volume 1, Page 61 of the Plat Records of Brazoria County, Texas, and being more particularly described by metes and bounds as follows:
BEGIN at an iron rod from which point a concrete monument at the Northeast corner of Lot 12 of said Sharp's Subdivision bears N 00 deg. 34 min. E, a distance of 973.03 feet and S 89 deg. 25 min. E, a distance of 660.0 feet for the Northeast corner of the herein described 1.00 acre tract and also the PLACE OF BEGINNING;
THENCE, S 00 deg. 34 min. W, a distance of 132.0 feet to an iron rod for corner;
THENCE N 89 deg. 25 min. W, at a distance of 300.0 feet pass an iron rod in the East line of a 60 foot roadway and continue on same course for a total distance of 330.0 feet to a point for corner;
THENCE N 00 deg. 34 min. E along and with the centerline of said 60 foot roadway, a distance of 132.0 feet to a point for corner;
THENCE S 89 deg. 25 min. E, at a distance of 30.0 feet pass an iron rod in the East line of said 60 foot roadway, and continue on same course for a total distance of 330.0 feet to the PLACE OF BEGINNING.
Said tract contains 1.00 acre of land and is called Tract No. 13 of an unrecorded Subdivision of Lot 12, Sharp's Subdivision of Section 39, H.T. & B. RR Co. Survey, Abstract 307, Brazoria County, Texas.

TRACT NO. 20: 1.00 acre of land situated in Lot 12 of Sharp's Subdivision of 496.89 acres out of Section 39, H.T. & B. RR Co. Survey, Abstract 307, as recorded in Volume 1, Page 61 of the Plat Records of Brazoria County, Texas, and being more particularly described by metes and bounds as follows:

BEGIN at an iron rod from which point a concrete monument at the Northeast corner of Lot 12 of said Sharp's Subdivision bears N 00 deg. 34 min. E, a distance of 973.03 feet and S 89 deg. 25 min. E, a distance of 660.0 feet for the Northwest corner of the herein described 1.00 acre tract and also the PLACE OF BEGINNING;
THENCE, S 89 deg. 25 min. E, at a distance of 300.0 feet pass an iron rod in the West line of a 60 foot roadway, and continue on same course for a total distance of 330.0 feet to a point for corner;
THENCE, S 00 deg. 34 min. W along and with the centerline of said 60 foot roadway, a distance of 132.0 feet to a point for corner;
THENCE, N 89 deg. 25 min. W, at a distance of 30.0 feet pass an iron rod in the West line of a 60 foot roadway, and continue on same course for a total distance of 330.0 feet to an iron rod for corner;
THENCE, N 00 deg. 34 min. E, a distance of 132.0 feet to the PLACE OF BEGINNING.

Said tract contains 1.00 acre of land and is called Tract No. 20 of an unrecorded Subdivision of Lot 12, Sharp's Subdivision of Section 39, H.T. & B. RR Co. Survey, Abstract 307, Brazoria County, Texas.

SUBJECT TO: Necessary utility easements.

SUBJECT TO: Reservations of all minerals by Grantor herein.

SUBJECT TO: Restrictions attached hereto and made a part hereof.

This conveyance is made and accepted subject to any and all easements, restrictions, covenants, conditions, rights of way, and oil, gas and other mineral reservations and/or leases, if any, affecting the above described property that are valid, existing and properly of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the above named GRANTEES, their heirs and assigns, forever; and the said GRANTOR does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the above named GRANTEES, their heirs 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 the Vendor's Lien and the superior title are retained and reserved against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid, according to its face and tenor, effect and reading, when this deed shall become absolute, and the Vendor's Lien and the superior title are hereby transferred, assigned, sold and conveyed to the Payee named in said note, without recourse.

WITNESS MY HAND this the 1st day of December, 1975.

ATTEST:

THE FIRST SAVINGS AND LOAN ASSOCIATION OF ALVIN

By: [Signature]
Secy

By: N. A. Kuttley, Pres

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared N. A. Kuttley, known to me to be the person whose name is subscribed to the foregoing instrument, and, acting in the capacity of President of THE FIRST SAVINGS AND LOAN ASSOCIATION OF ALVIN, a corporation, acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity as stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of December, 1975.

[Signature]
Notary Public in and for
Brazoria County, Texas

Brenda Cooper
Notary Public
For Brazoria County, Texas

DEED

RESTRICTIONS

VOL. 1270 PAGE 445

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The First Savings and Loan Association of Alvin is the sole lawful record owner in that certain tract and parcel of land situated in Brazoria County, Texas, more particularly described by metes and bounds in the deed attached hereto.

NOW, THEREFORE, The First Savings and Loan Association of Alvin does hereby dedicate the streets, boulevards, drives and lanes that hereafter be constructed for use by the public as such, reserving the right to themselves, their successors and assigns to at any time use the same for installation, maintenance, repairs and renewal of any and all public utilities, and agrees and does hereby covenant that the land described above is held, and shall hereafter be conveyed, subject to covenants, conditions, stipulations and restrictions as hereinafter set forth.

DEFINITIONS. The word "Street" as used herein shall include any street, drive, boulevard, lane, avenue, or any place which shall hereafter be designated as a thoroughfare. A "Corner Lot" is one that abuts on more than one street. Any lot, except a corner lot, is deemed to front the street upon which it abuts. A corner lot shall be deemed to front on the street designated by The First Savings and Loan Association of Alvin.

RESTRICTIONS. For the purpose of creating and carrying out a uniform plan for the improvement and sale of property as a restricted resort vacation area, the following restrictions upon the use of said property are hereby established and adopted subject to the provisions hereof and shall be made a part of each and every contract and deed executed by or on behalf of The First Savings and Loan Association of Alvin, its successors and assigns, by appropriate reference to this dedication and shall be considered a part of each contract and deed as though incorporated fully therein. And these restrictions as hereinafter set forth shall be and are hereby imposed upon the property described herein and same shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of The First Savings and Loan Association of Alvin, its heirs, successors and assigns, and specifically, all other purchasers of said property shall be subject to and bound by such restrictions, covenants and conditions specified herein, for the term of this instrument as hereinafter set forth.

USE OF LAND.

(a) All lots shall be used for residential purposes only. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, and hotels and to exclude all commercial and professional uses whether from homes, residences, or otherwise and all such uses of said property are hereby expressly prohibited.

(b) No sign of any kind shall be displayed to the public view on any residential lot except one sign not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(c) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that saddle horses, dogs, cats, sheep or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(d) No lot shall be used as a dumping ground for trash, garbage, rubbish, or other wastes. All incinerators or other equipment for the storage or disposal of such material shall be kept clean and in a sanitary condition.

(e) No boats or trailers may be parked in front of the front building line of any lot.

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

(g) No spiritous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale, on

said premises, or any part thereof, nor shall said premises, or any part thereof, be used for illegal or immoral purposes.

(h) All vacant lots must be kept clean of rubbish or trash of all kinds and clear of underbrush and unsightly weeds so as not to detract from developed lots and lawns.

ARCHITECTURAL RESTRICTIONS. Any improvements of any character to be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on the property described herein shall conform to the restrictions hereinafter stated:

(a) All lots in the tract shall be known and described as residential lots.

(b) No structure shall be erected on any building plot other than one single-family dwelling not to exceed two and one-half stories in height with an attached or separate garage with capacity for not more than four (4) cars.

(c) No structure shall be moved onto any lot.

(d) No trailer, basement, tent, shack, garage, barn or other outside building erected on the tract shall at any time be used as a residence, except as provided in paragraph (p) below, nor shall any residence of a temporary character be permitted.

(e) No temporary building shall be erected or maintained on any lot except during actual construction of a home being erected thereon, and then such temporary building must be on the lot on which construction is in progress and not adjoining streets, lots, or easements, and at completion of construction, the temporary building must be removed immediately. No such temporary building or structure shall be used for residential purposes during construction.

(f) No garage apartment for rental purposes shall be permitted. Living quarters on property other than in main building may be used for bona fide servants only.

(g) All improvements shall be constructed on the lot so as to front the street upon which such lot faces except for those improvements specified in paragraph (b) above. Bridges constructed over property line ditches shall be concrete pipe and of a size not less than 12 inches, or of a greater size should ditches be of a depth to require same, in order that drainage will not be retarded.

(h) Septic systems design and specifications must meet minimum requirements established by percolation and soil tests prescribed by applicable Texas or federal laws. Materials, design and location must be shown on plot plan. Water wells will be located according to Texas Department of Health specifications.

(i) Dwellings on corner lots shall have a presentable frontage on all streets on which that particular corner lot fronts and service and utility areas shall be suitably enclosed or otherwise screened from the street.

(j) No single story residence shall be constructed on any lot or building site with less than one thousand five hundred (1,500) square feet of heated floor space exclusive of porches, garages, and utility rooms.

(k) No multistoried residence shall be constructed with less than one thousand five hundred (1,500) square feet total (ground and first floor) of heated floor space exclusive of porches, garages and utility rooms.

(l) The building lines of any residence to be erected shall be as follows:

Not less than eighty (80) feet from the front property line, nor nearer than twenty (20) feet to any side street line, nor nearer than twenty (20) feet from the rear lot line, nor nearer than twenty (20) feet from the side line.

(m) Fences constructed forward of the front building line of each lot shall be of the wood rail type. Fencing built behind the front building line shall be wood, but design may be such as to harmonize with the other structures.

(n) No hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the

DEED

VOL. 1270 PAGE 447

intersection of the street property lines extended to meet at an angle. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(o) No radio aerial wires or TV antenna wires shall be maintained on any portion of any lot forward of the front building line of said lot.

(p) No garage, servant's house or other outbuilding of any kind shall be erected on any lot nearer than seventy (70) feet to the front property line, nor nearer than twenty (20) feet to either side property line, nor nearer than the easement of the rear of side property line of said lot. This does not apply to garage and servant's quarters attached to the main residence, but any servant's quarters attached to the main residence must be in the rear of same. No outside toilets will be permitted.

(q) The right is reserved by The First Savings and Loan Association of Alvin to change the set back restrictions in the case of unusual or irregular shaped lots where same is required for the best appearance of the immediate community.

(r) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence to improve, and then such material shall be placed within the property lines of the lot or parcel of land upon which improvements are to be erected, and shall not be placed in the street or between the pavement and the property line.

(s) No stumps, trees, underbrush or any refuse of any kind nor scrap material from the improvements being erected on any lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

(t) The First Savings and Loan Association of Alvin has the right to inspect all houses under construction to establish conformance to plans and specifications as approved.

DURATION OF RESTRICTIONS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

RIGHT TO ENFORCE. The restrictions herein set forth shall be binding upon the record owners, their heirs, successors and assigns and all parties claiming by, through or under them, and all subsequent property owners, each of whom shall be obligated and bound to observe such restrictions, covenants, and conditions, provided, however, that no such owner shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants and conditions herein mentioned. Invalidity of any one of these covenants by judgment or court order will be in no wise affecting any of the other provisions which shall remain in full force and effect. The record owner, its heirs, successors, and assigns, shall have the right to enforce observance and performance of such restrictions, covenants and conditions, and in order to prevent a breach or to enforce the observance or performance of same shall have the right in addition to all legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restriction, covenant or condition or to enforce the performance of same.

EASEMENTS. It is agreed that all sales and conveyances of lots and the dedication of streets shall be subject to any easements over, under, along and across such portions of each lot, as may be reserved in each deed as appropriate or necessary for the purposes of installing, using, repairing and maintaining public utilities, water, sewer lines,

DEED

VOL. 1270 PAGE 448

electric lighting and telephone poles, pipe lines and drainage ditches or structures and/or any equipment necessary for the performance of any public or quasi-public utility service and function, with the right of access thereto for the purpose of further construction, maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement or right-of-way, caused by trees, brush, shrubs, either on or overhanging such right-of-way, as in their opinion may interfere with the installation or operation of their circuits, lines, pipes, or drainage ditches or structures. Such easements shall be for the general benefit of the addition and the property owners thereof and are hereby reserved and created in favor of any and all utility companies unto and upon said property for the purpose aforesaid.

There is also reserved and dedicated herewith the use of all public utility companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located and adjacent to and on both sides of all utility easements that may be reserved in each deed.

This instrument of dedication relates to and affects the above described property and shall not affect other property not herewith described.

FILED FOR RECORD
AT 8:17 O'CLOCK A.M.

DEC 3 1975

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY D. R. [Signature] DEPUTY

15620
750