

1 the property shall be confined to houses or pens to be maintained in a clean and orderly condition
2 in the rear of the individual site. No hogs shall be kept in the subdivision, nor any animals
3 that would constitute a nuisance to the residents of the subdivision. It being understood
4 however, that stables may be maintained for horses owned by residents in said subdivision and
5 used by them for pleasure purposes, and also a cow for family milk supply, provided said stables are
6 kept in a neat and clean condition.

7 K. No garbage, trash, ashes, or other refuse
8 may be thrown or dumped on any vacant lot in the Addition. Nor shall same, or any container
9 therefor, be placed or left on any street line, or in public view unless same be in the rear
10 of the residence or the houses.

11 L. Until such time as a sanitary sewer system
12 shall have been constructed to serve Rollingwood, subdivision a sewage disposal system constructed
13 in accordance with the requirements of the County Health Officer shall be installed to serve
14 each dwelling. The effluent from septic tanks shall not be permitted to discharge into a
15 stream, storm sewer, open ditch or drain, unless it has been first passed through an
16 absorption field approved by the health authority. No yard toilet shall be erected on any
17 lot in the addition.

18 X. These covenants are to run with the land and
19 shall be binding on all the parties and all persons claiming under them until January 1, 1965,
20 at which time said covenants shall be automatically extended for successive periods of ten
21 years, unless by vote of the majority of the then owners of the lots it is agreed to change the
22 said covenants in whole or in part. Provided, however, that said restrictions may be amended,
23 by agreement at any time, by all owners.

24 Y. If the parties hereto, or any of them
25 or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein it
26 shall be lawful for any other person or persons owning any real property situated in said
27 development of subdivision to prosecute any proceedings, at law or in equity against the person
28 or persons violating or attempting to violate any such covenant and either to prevent him or them
29 from so doing or to recover damages or other dues for such violation.

30 Z. Invalidation of any one of these covenants by judgment or court order shall in no wise affect
31 any of the other provisions which shall remain in full force and effect.

32 Executed this twenty fifth day of August, A.D. 1940. R.W.Gillette.

33 The State of Texas: County of Harris: Before me, the undersigned
34 authority, on this day personally appeared R.W.Gillette, known to me to be the person whose
35 name is subscribed to the foregoing instrument, and acknowledged to me that he executed the
36 same for the purposes and consideration therein expressed.

37 Given under my hand and seal of office, this 26th., day of August, A.D. 1940

38 W.A. Miller, Notary Public, in and for Harris County, Texas. (Seal)

39 Filed for record Oct 3, 1940 at 1:50 o'clock P M. Recorded Oct 29, 1940 at 8:30 o'clock A. M.

40 *W.A. Miller* Clerk County Court Harris County Texas. By *Mary G. West* Deputy

41 No. 289061

42 Wilkin Parker Lumber Co.
43 By Pres.

44 To Geo. N. Marshall
45 Deed

46 State of Texas: County of Harris: Know all Men by these Presents:
47 That Wilkin-Parker Lumber Company, acting herein by and through its duly authorized officers,
48 a corporation, of Harris County, Texas, in consideration of the sum of Ten and no/100 Dollars
(\$10.00) and other good and valuable considerations to said grantor, in hand paid by the grantee
hereinafter named, the receipt of which is hereby acknowledged, and the further consideration
of the execution and delivery by the grantee herein of his one certain promissory note of even
date herewith in the principal sum of \$4,700.00 payable to the order of grantor herein, and
being due and payable on or before six months after date, bearing interest from date at the rate