

Restrictions

Oak Bend

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

10584

826/72

RS

7-23-1962

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That I, ROY PAYNE, of Brazoria County, Texas, hereinafter called Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration to me in hand paid by Grantee hereinafter named, the receipt of which is hereby acknowledged have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto RONALD E. SPINKS, herein called Grantee, of Brazoria County, Texas, all that certain tract or parcel of land lying and being situate in Brazoria County, Texas, and being described as follows, to-wit:

The SURFACE AND SURFACE ESTATE ONLY of that certain 0.566 acres of land, more or less, out of the Francis Moore League, Abstract No. 100 Brazoria County, Texas, also being a part or portion of Lot No. 4 of the Brazoria Land and Cattle Company Subdivision of the lower 1161 acres out of the said Moore League and a part of a tract called to be 70.00 acres formerly owned by T. E. Voris and being more particularly described as follows:

BEGINNING at a point in the South line of the Francis Moore League located North 61 deg. 10 min. East 3,539.7 feet from the East bank of Chocolate Bayou, said point being located South 28 deg. 28 min. East 22.5 feet from an iron stake on the Northwest Right-of-way of County Road and the Southwest Right-of-way of a 60 foot road, said point being South 61 deg. 10 min. West 258.9 feet from the East corner of the aforesaid Voris 70 acre Tract;

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THENCE North 28 deg. 28 min. west along the Southwest Right-of-Way of a 60 foot road at 22.5 feet, the Northwest Right-of-Way of County Road, set reference corner, iron stake, at the East corner of Lot "I" as designated on subdivision plat, unrecorded of the Vois 70 acre tract, now owned by Roy Payne, continue North 28 deg. 28 min. East along the Southwest Right-of-Way of 60 foot road a total distance of 335.63 feet to an iron stake at the North corner of Lot "K" as shown on said unrecorded plat, said point being the East corner of this tract, from which point calls will be made;

THENCE South 61 deg. 30 min. West along the Northwest line of Lot "K" a distance of 236.1 feet to an iron stake in the center line of a drainage ditch being the South Corner of this tract and the West corner of Lot "K";

THENCE North 28 deg. 28 min. West along a drainage ditch a distance of 104.37 feet to an iron stake in drainage ditch being the West corner of this tract and the South corner of Lot "M";

THENCE North 61 deg. 30 min. East along the Southeast line of Lot "M" a distance of 236.1 feet to an iron stake on the Southwest Right-of-Way of 60 foot road being the North corner of this tract and the East corner of Lot "M"

THENCE South 28 deg. 28 min. East along the Southwest Right-of-Way of 60 foot road a distance of 104.37 feet to an iron stake being the East corner of this tract and the North corner of Lot "K", said point being the point from which calls were made;

THENCE South 28 deg. 28 min. East along the Southwest Right-of-Way of 60 foot road at 313.13 feet, the Northwest Right-of-Way of County Road, set reference corner (iron stake), at the East corner of Lot "I", continue South 28 deg. 28 min. East a total distance of 335.63 feet to the Place of Beginning; Said herein described tract being designated as Lot "L" of a subdivision of the said 70 Acre Vois Tract, and containing 0.566 acres of land more or less.

A five foot utility easement is reserved across the Northwest side of this tract.

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 Grantee above named, his heirs and assigns forever; And I do hereby bind myself, my heirs, executors and administrators to WARRANT and FOREVER DEFEND, all and singular the said premises unto the said Grantee above named, his heirs and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

TO: 7135856119

09:45 FROM:

This conveyance extends to and covers the Surface and Surface Estate only, all minerals having been previously reserved by Grantors and the predecessors in title and is subject to all terms and conditions of any existing mineral or royalty conveyances appearing of record in the office of the County Clerk of Brazoria County, Texas, it being the intent that this grant shall cover and include surface and surface estate only of the above described tract.

This conveyance is SUBJECT to all the restrictions affecting the above described property, a copy of which Restrictions are attached hereto marked Exhibit "A" and expressly made a part of this conveyance.

EXECUTED this the 16th day of July, A. D. 1962.

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Roy Payne
Roy Payne

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned authority, on this day personally appeared ROY PAYNE, 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.

GIVEN UNDER MY HAND and seal of office this the 16th day of July, A. L. 1962.

(Seal)

Bess Robertson (Bess Robertson)
Notary Public in and for,
Brazoria County, Texas.

EXHIBIT "A"

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

The undersigned owner of the real property located in Brazoria County, Texas, and being described as follows, do wit:

Being Seventy-one and 20/100 (71.20) acres of land, more or less, out of the Francis Moore League, Abstract No. 100, in Brazoria County, Texas, and further described as being a part of Lot or Tract Number Four (4), of the subdivision of the said Francis Moore League, according to the duly recorded map or plat thereof as recorded in the office of the County Clerk of Brazoria County, Texas, and being the same land fully described in an instrument recorded in

of Brazoria County, Texas, and being the same land described in that certain deed dated July 25, 1962, executed by Lester E. Voris and wife Ruby Voris, to Roy Payne recorded in vol. 798, Page 303 of the Deed Records of Brazoria County, Texas, to which instrument, the Deed and the records thereof reference is here made for all appropriate purpose.

For the purpose of creating and carrying out a uniform plan for the improvement, preservation and sale of the lots and tracts above described as a restricted residential section, the following restrictions and conditions on the use of said lots are hereby established and adopted and imposed upon each lot or parcel or land above described and said conditions and restrictions shall constitute covenants running with the land, and shall be binding upon and inure to the undersigned, their heirs, executors, administrators, and assigns and to the purchasers of the above described lots and to each of them. Such restrictions and conditions shall be made a part of each conveyance or deed executed by or on behalf of the undersigned, conveying a lot or lots or any portion thereof within said subdivision by reference to the place of record of this instrument and by acceptance thereof the Grantees, their heirs and assigns shall be subject to and bound thereby, and each such covenant and/or deed shall be conclusively held to have been executed, delivered and accepted subject to all the terms conditions and restrictions set out in this instrument. In the event, however, of the failure of any Deed to the lot or lots in said subdivision to make reference to this instrument, nevertheless, this instrument shall be considered a part thereof and any conveyance of any lot or lots shall be construed to be subject to the terms and conditions of this instrument.

1. All lots in the tract shall be used for residential purposes only. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling, a private garage and other necessary and acceptable outbuildings. These restrictions, however, shall not prohibit the erection of quarters for bona fide servants domiciled with an owner or tenant.

All structures placed on said lot must be of 5% brick or comparable material.

2. No building shall be erected, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in part 3 hereof.

3. The architectural control committee is composed of Roy Payne, Brady Law, and J. D. Lindsey. A majority of the committee may designate a representative to act for it. In event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of this committee shall continue during the term of these restrictions. Thereafter the approval described in this covenant shall not be required unless, prior to the expiration of the term of these restrictions a written instrument shall

09:46 FROM:

be executed by the then record owners of the majority of lots in this subdivision appointing a committee or representative who shall thereafter exercise the same powers previously exercised by the original committee.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,200 square feet for a one story dwelling, nor less than 1,350 square feet for a dwelling of more than one story.

5. No building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line, except that a three (3) foot side yard shall be required for a garage or other permitted accessory building located seventy (70) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

6. No dwelling shall be erected on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected on any lot having an area of less than 17,000 square feet.

7. No building shall be permitted to be moved to a lot in this subdivision from another location.

8. No animals of any kind shall be kept in the subdivision that would constitute a nuisance to any of the residents.

9. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the state and county health authorities and no drain line can be installed nearer than fifteen (15) feet to any property line.

10. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Culverts must be used for driveways and for walks, and this restriction may be enforced by Brazoria County Authorities. Buyer accepts responsibility for proper installation of culverts, which shall be installed in a manner which will not obstruct the flow of water in ditches, and inside bottoms of culverts must be even with or below the level of the ditches.

11. A five (5) foot utility easement is herein reserved across the front of each lot.

12. Invalidity of any of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

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WITNESS the hand of the owner this the 16 day of July, A. D. 1962.

Roy Payne
Roy Payne

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MR. Roy Payne, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of July, A. D. 1962.

(Seal)

Besse Robertson
Notary Public in and for Brazoria County, Texas.

OAK BEND
(80 ACW)

[Faint, mostly illegible text from a survey or deed document, including phrases like "A certain parcel of land containing 1.104 acres of land, with or without..."]

SURVEY I, INC.