

1. The land hereby conveyed shall be used for the purposes of one private single family residence and appropriate uses accessory thereto. No building shall be erected on any one lot except one private single family house and garage appurtenant thereto, and no such garage shall be erected except simultaneously with or subsequent to erection of the residence. No building or structure shall be erected on any of the front lines of said lot, except Lots 82 to 102 inclusive, on Kickapoo Drive but interfere with the utility easements, on any front lines of said lot, and if the lot fronts on the lake no building nor structure shall be so located that the closest point thereof shall be nearer from the water's edge than the easement line of the City of Houston on Lake Livingston.

No building or structure of any sort shall be built within five feet of the side lines of said lot. No structure shall be erected or placed on said lot unless built of solid, permanent materials with pleasing exterior. No structure shall have tar paper,

rolled brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. No tin roofs. All structures must comply with government laws and regulations, and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver by the grantor of compliance with such laws and regulations. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the State and local departments of health, and shall be maintained by the grantee at all times in a proper, sanitary condition and in accordance with applicable state and county sanitary laws. All plumbing and drains must be connected with watertight septic tanks of approved construction. No septic tanks or lines shall be placed below the easement line of the City of Houston on Lake Livingston. No sign of any description may be erected or placed upon any portion of the land without the express written approval of the Grantor, his heirs, executors, assigns or Agent and Attorney in Fact. No tent, trailer or outbuilding shall ever be erected or maintained on the tract and no garage or basement shall at any time be used as a temporary or permanent residence. Any structure constructed on said lot shall be completed within one year from date of commencement of construction thereof and shall contain not less than six hundred (600) square feet of floor space, exclusive of porches and garage.

2. Lots A through L as located and identified on the plat of SANDY RIDGE SUBDIVISION are to be reserved for trailer lots, parks and commercial lots at the discretion of Grantor.

3. The land to be conveyed hereunder shall be used for residential purposes only, except those lots which are designed on the official plat of said addition as being commercial lots, and except those lots which may from time to time be designated by Grantor, his heirs, executors, Agent and Attorney in Fact, for business, recreational or commercial purposes.

4. Lot 84 is reserved for all lot owners for a boat ramp and access to the water; Lot 173 is reserved for all lot owners for parking for unloading boats.

5. No firearms shall be discharged in the Subdivision for sporting or recreational purposes.

6. No animals shall be kept or maintained on the premises except customary household pets.

7. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described lot and shall be binding upon the Grantee's heirs, executors, administrators and assigns. The grantor reserves the right to make such reasonable changes in the hereinabove restrictions as Grantor may deem reasonably necessary or desirable.

8. The grantor, for himself, his heirs, executor or assigns, hereby reserves the right without further assent or permit from the Grantee, his, her, their, or its successor in title, to himself, or to grant to any public utility company municipality or water company, the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues or ways on which said above described lot abuts, or upon any part of said lot

at the election of Grantor, electric light, telephone and telegraph poles and wires; water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Grantor or any public utility company, water company or municipality be deemed necessary or useful in connection with the beneficial use of said roads, streets, avenues and ways, and only in and on said lot hereinafter described when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconveniences caused thereby against the Grantor, or any public utility company or municipality or any of its agents or servants are hereby waived by the Grantee for (his, her, their, its, self) and (his, her, their, its) successors in title.

No dedication to public use of roads, alleys, ways, or beaches is intended by this deed. The lots, ways, or alleys referred to are meant to include those either developed or to be developed, in Sandy Ridge Subdivision by the said Jesse Oliver and wife, Frances Oliver, their heirs, or assigns, reserves title to the streets and alleys and reserves the right to dedicate such streets and alleys to the use of the public.

9. The land to be conveyed hereunder shall be subject to the reservation of all minerals in and under the property and premises conveyed hereby and subject to any and all oil and gas leases affecting such land and subject to all easements, rights-of-ways, stipulations, restrictions, and reservations of record affecting such land.

10. No lot shall be sold to, or used by commercial fisherman.

11. No hunting shall be allowed on any area in said subdivision.

12. Grantor, his heirs or assigns reserves the right to change any of the covenants or stipulations concerning the use of any of the rights of way, easements and fishing rights in said lakes as the conditions and development of said subdivision shall warrant, and which shall in the opinion of said Grantor, his heirs or assigns shall be reasonable, and the purpose of said covenants and restrictions is for the protection of said lot owners.

13. The said owners of lots in said Sandy Ridge Subdivision shall pay for a period of Ten years the sum of \$12.00 for each lot on the 15th day of November beginning on the 15th day of November, 1967, and continuing for ten consecutive years to the said Jesse Oliver, his heirs, or assigns to be used for the upkeep of the playgrounds, lots and roads, as set out in said plat of said subdivision, this shall be in the form of an assessment to run with the ownership of said lots.

14. Grantor reserves the right to enter upon the land conveyed at any time to preserve the restrictions, conditions, covenants or agreements herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to the one occurring prior or subsequently thereto, and invalidation of any one of these covenants, or part thereof by judgment or court order shall in no wise affect any of the other provisions, or part thereof which shall remain in full force and effect, and any written approval by the Grantor, his heirs and assigns, of any act shall be subject to any Municipal, County, State or Federal rules, regulations or laws.

IN TESTIMONY WHEREOF, witness our hands this 23rd day
of January, 1968.

SANDY RIDGE SUBDIVISION

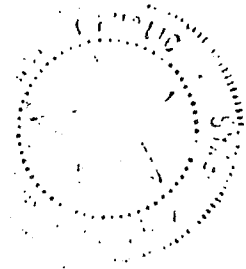
By Jesse Oliver
Jesse Oliver

Frances Oliver
Frances Oliver

THE STATE OF TEXAS)
THE COUNTY OF POLK)

BEFORE ME, the undersigned authority, a Notary Public in
and for Polk County, Texas, on this day personally appeared Jesse
Oliver and Frances Oliver, his wife, both known to me to be the
persons whose names are subscribed to the foregoing instrument,
and acknowledged to me that they each executed the same for the
purposes and consideration therein expressed, and the said Frances
Oliver, wife of the said Jesse Oliver, having been examined by me
privily and apart from her husband, and having the same fully
explained to her, she, the said Frances Oliver acknowledged such
instrument to be her act and deed, and she declared that she had
willingly signed the same for the purposes and consideration therein
expressed, and that she did not wish to retract it.

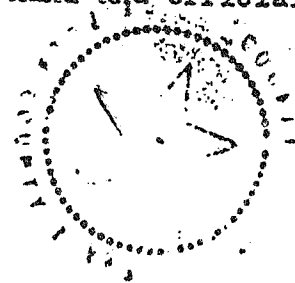
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day
of January, 1968.



Mabel Helton
Mabel Helton, Notary Public in
and for Polk County, Texas.

THE STATE OF TEXAS |
COUNTY OF POLK |

I hereby certify that the foregoing instrument with its certificate of
authentication was filed for record in my office on the 25 day of Jan.
1968 at 11 o'clock A. M., and was this day duly recorded at 8:05 o'clock
A. M., in Vol. 227 pages 382 et seq., Deed Records of said County.
Witness my hand and official seal at office in Livingston this 29 day
of Jan., 1968.



K.W. Kennedy
Clerk County Court, Polk County, Texas

By Mrs. [Signature] Deputy