

THE STATE OF TEXAS,
COUNTY OF Waller

JOINT ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public,

in and for said County, Texas, on this day personally appeared
FRANK D. SCOTT, JR and WILLIE B. SCOTT

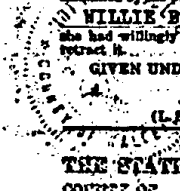
his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

WILLIE B. SCOTT wife of the said FRANK D. SCOTT, JR having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

WILLIE B. SCOTT 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 18th day of Oct, A. D. 19 62

(L.S.) [Signature]
Notary Public, Waller County, Texas



Filed for Record Oct. 19 A. D., 19 62 at 1:50 o'clock P. M.
Recorded Oct. 22 A. D., 19 62 at 2:00 o'clock P. M.
DICK CUNY County Clerk
By [Signature] Deputy

AMENDED RESTRICTIONS

No. 47, 810

VILLA-CAPRI SUBDIVISION

THE STATE OF TEXAS I
COUNTY OF WALLER I

The undersigned, SECURITY LAND COMPANY, a Texas Corporation with its office and principal place of business located in the city of Houston, Harris County, Texas, subdividers and developers of a certain subdivision of land in Waller County, Texas, now duly platted as "VILLA-CAPRI", plat of which is now of record in Volume 160, page 109, of the Deed Records of Waller County, Texas, in accordance with the right to change or amend the restrictions of said subdivision without formal notice as set forth in Section 15 of the recorded covenants and restrictions of the subdivision known as VILLA-CAPRI, of record in Volume 162, page 168 and Volume 173 page 640, of the Deed Records of Waller County, Texas, hereby MAKES the following amended restrictions, in place of said original restrictions, as to limitations, restrictions and use to which the lots constituting said subdivision may be put, and SPECIFIES that these amended restrictions shall constitute covenants to run with all of the land of said VILLA-CAPRI as provided by law, and shall be binding on all parties and all persons claiming under them, or the benefit of and limitations upon all owners in said subdivision, for the purpose of keeping said subdivision desirable and attractive for residential purposes, to-wit:

- #1. The following lots will be zoned and designated as COMMERCIAL OR RESIDENTIAL OR FOR SCHOOL OR CHURCHES, to-wit:
BLOCK # 1, LOTS 1 through and inclusive to 23. BLOCK # 2, LOTS 1 and 5 and inclusive, and BLOCK # 2, lots 40 through and inclusive to 78. BLOCK # 3, LOTS 54 to and through inclusive to 58. BLOCK # 3 LOTS through and inclusive 1 50 5. BLOCK # 4 LOTS 1 to and through 9 inclusive, and BLOCK #4 LOTS 61 to and through 63 inclusive.
 - # 2. All structures of any nature, commercial, residential, apartment, churches, schools, regardless of use shall be built on reinforced concrete slab foundation. All remaining lots, tracks in the VILLA CAPRI Subdivision are restricted for residential usage only.
 - #3. All structures other than for residential use are to be built of fireproof materials, such as brick, rock. All residential, apartments or duplexes must have not less than twenty-five (25%) per cent of the outside walls of brick or rock materials. Remainder of such materials used on exterior of any structure to be new materials, and all buildings in the entire subdivision to be painted not less than two coats of FIRST CLASS paint before occupancy. All buildings must have FIRST CLASS plumbing and such plumbing to be connected with septic disposal or sewerage system, prior to occupancy. All buildings must have individual or municipal water system in good working order and connected to plumbing prior to occupancy. All buildings must be completed according to specifications and restrictions prior to occupancy.
 - #4. No cess pools shall be dug, used, or maintained on said property, and whenever a residence, or other building is established on said property all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connection with such property. The drainage of septic tanks into road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.
 - #5. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without back water, and shall have a minimum of 1 - 3/4 square feet (15- inch diameter pipe culvert), culverts, or bridges, must be used for driveways and for walks.
 - #6. No other structure whatsoever, other than a first-class private residence, with customary out-buildings or garages shall be lived in as a home. No building may be moved onto this property without the inspection and approval of two officers of the company. The permanent residence must be erected on reinforced concrete slab foundation. The exterior must have not less than 25% masonry material.
- NO BARBED WIRE FENCES permitted on the property. Fencing of rear yard permissible with decorative ornamental rust-proof metal, or wood fencing, provided the wood fences are painted or stained with at least two coats of good materials. At no time may the front yard of any lot be fenced-in. All wells, septic tanks, and butane tanks must be erected in the rear of the house. No trailer, basement, tent, shack, garage, barn, or other out-buildings erected on this property shall at any time be used as a residence, temporarily or permanently, nor shall any structure of temporary character be used as a residence. No building can be erected unless it is surrounded by 3950 square feet of land, or more;

No residence shall be erected or placed upon the property herein restricted as residential property which does not contain at least 697 square feet of living space, exclusive of porches, garages, breezeways, servants quarters, completely finished on the outside of new material. Residential property is here meant

for the use or erection thereon of a first-class private residence, apartment or duplexes, with customary outbuildings, garages and servants houses. No corrugated iron, roll siding, tar paper or similar compositions will be allowed for outside finishing materials. Exterior of residence must be completed before occupancy.

All buildings, churches, schools or commercial, on all property designated for such purposes must have 900 square feet, or more. Residential buildings for one family may not have less than 679 square feet.

#7. No animals generally considered to be undesirable in a residential subdivision shall be raised, bred or kept on this property except that dogs, cats, fowls, or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

#8. No noxious or offensive trade or activity shall be carried on upon this property nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

#9. No building shall be located nearer than 25 feet to the front property line nor nearer than 10 feet to any side street line, nor nearer than 5 feet to the inside property lines. No part of this entire subdivision can ever be used as a burial grounds, or cemetery, for humans or animals. No part of this property may be used for an undertaking establishment or Sanitorium, to be used for the treatment of contagious diseases. Purchasers or owners, or their assigns, prior to commencement of any building must submit such plans for said building and specifications to the office of SECURITY LAND COMPANY, P. O. Box 25042, Houston 5, Texas, 30 days prior to commencement of erection, for approval of such plans.

#10. A 10 foot easement for utilities over, under, along and across the rear of the line of the property herein described for the purpose of installing, using, repairing and maintaining public utilities, water, sewer line, electric lighting and telephone poles, pipe lines and drainage ditches; Security Land Company reserves the right to easements where necessary to traverse any lot at any point or angle for bringing or installing utilities or guy wires, also for drainage where necessary may open or cut ditches.

#11. Purchasers agree that they will not permit grass or weeds to become in excess of 12 inches in height before cutting same, nor allow trash, junk, or any unsightly objects to be dumped or accumulated on said property, in default of which subdividers-developers or its assignees may cut such grass or weeds or remove said trash, junk or unsightly objects and add the cost thereof to the amount to be paid under the terms their contracts of purchase, such cost to be paid within 30 days after demand is made therefor.

#12. No sign of any kind shall be displayed to the public view on this property without written permission from the subdividers-developers.

#13. No soil or topsoil shall be sold, or removed from any lot without written permission from the subdividers-developers until 50% of the purchase price has been paid by the purchaser. Nothing may be done upon any of said lots which would result in changing or altering or interfering with existing drainage of water across this property or adjacent property.

#14. These restrictions and covenants are to run with land until May 1st, 1993, at which time such covenants shall be automatically extended for successive periods of 10 years, unless by vote of the majority of the then owners of property agree to change the covenants or restrictions, in whole or in part.

#15. Sellers-Developers reserve the right to change or amend all or any of the foregoing restrictions and covenants without formal notice, written or verbal, of any kind to any party or parties, such reservation to run for a period of 10 years from the date of such original restrictions, terminating May 1st, 1970.

#16. Purchasers of this property accept said property SUBJECT TO the above set out restrictions, easements and covenants running with the land, and purchaser and purchasers' heirs, successors and assigns, covenant with their respective grantors that they will, and that their successors, heirs and assigns, shall faithfully observe and perform said restrictions and conditions, and each of them, and if any purchaser or any person claiming under such purchaser, shall at any time violate or attempt to violate, or shall omit to perform or observe, any of the foregoing restrictions or conditions, it shall be lawful for any person owning land subject to these restrictions or conditions, or for any grantor of any property to institute and prosecute appropriate proceedings at law or in equity, including the right of injunctive relief, for the wrong done or attempted.

#17. Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Security Land Company, a Texas Corporation as aforesaid, has caused these presents to be signed by G. R. MINNS, its president, and its corporate seal to be hereto affixed by its president this the 10th day of October, A. D. 1962.

BY: G. R. Minns PRESIDENT
G. R. Minns

THE STATE OF TEXAS |
COUNTY OF WABBER |

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared G. R. Minns, president of SECURITY LAND COMPANY, known to me to be the person and officer 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 the capacity therein stated, as the act and deed of said corporation.

Given under my hand and seal of office this 10th day of October, A. D. 1962.

Lillian Poolley
NOTARY PUBLIC WITHIN AND FOR WABBER COUNTY, TEXAS.

Filed for Record
Recorded

Oct. 19 A. D., 1962 at 2:00 o'clock P. . . . M.
Oct. 22 A. D., 1962 at 2:10 o'clock P. . . . M.

DICK CUNY, County Clerk
By Lillian W. Poolley Deputy

No. 47,814
 THE STATE OF TEXAS
 COUNTY OF WALLER

KNOW ALL MEN BY THESE PRESENTS: That GEM DEVELOPERS, INC., a body corporate, duly incorporated and doing business under the laws of the State of Texas, acting by and through George R. Minns, its President, hereunto duly authorized, for and in consideration of:

The sum of Seven Thousand Five Hundred and No/100ths Dollars (\$7,500.00), cash, to it in hand paid by Community Savings and Loan Association, a corporation, of College Station, Texas, at the special instance and request of Lee V. Richardson and wife, Cecile Richardson, the grantees herein, receipt of which amount so advanced and paid by said Community Savings and Loan Association is hereby acknowledged; and, as evidence of such advancement and payment so made by said Community Savings and Loan Association, the said Lee V. Richardson and wife, Cecile Richardson, have executed and delivered their one certain promissory note, dated of even date herewith, in the principal sum of Seven Thousand Five Hundred and No/100ths Dollars (\$7,500.00), payable to the order of the said Community Savings and Loan Association at College Station, Texas, in monthly installments of \$68.00 each, commencing on the first day of December, 1962; said note bearing interest at the rate of seven per cent. (7%) per annum, providing for acceleration of maturity at holder's option on default, and containing the usual ten per cent attorney's fees clause; and the payment of said note being secured by the Vendor's Lien hereinafter retained and reserved on the real estate hereinafter described and hereby conveyed, and being additional secured by a Deed of Trust this day executed and delivered by the said Lee V. Richardson and wife, Cecile Richardson, to H. E. Burgess, Trustee for the use and benefit of the said Community Savings and Loan Association, its successors and assigns, covering said premises hereinafter described and hereby conveyed; and in consideration of said sum of \$7,500.00 in cash so advanced and paid it by the said Community Savings and Loan Association, the said Gem Developers, INC. does hereby transfer, set over, assign and deliver unto the said Community Savings and Loan Association, its successors and assigns, the Vendor's Lien and superior title herein retained and reserved against the property and premises hereby conveyed, in the same manner and to the same extent as if said note had been executed in Grantor's favor and by said Grantor assigned to said Community Savings and Loan Association, without recourse;

has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT,