

MAMIE MILAM

Buster Milam
Buster Milam, Attorney-in-fact.

THE STATE OF TEXAS I
COUNTY OF WALLER I

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Buster Milam, attorney-in-fact for Mamie Milam, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19 day of August 1966.



W. J. Jackson
NOTARY PUBLIC IN AND FOR WALLER COUNTY, TEXAS

Filed for Record
Recorded

Aug. 19 A. D. 1960 at 11:45 o'clock A. M.
Aug. 24 A. D. 1960 at 10:50 o'clock A. M.
DICK COUNTY County Clerk
By *Thelma W. Culbertson* Deputy

No. 42,919

VILLA - CAPRI
SUBDIVISION

VILLA CAPRI a subdivision duly recorded in Volume, 160 Page 109 Plat Records of the County Recorders office of WALLER COUNTY, TEXAS. The following covenants and conditions are imposed and in effect running with the land on the property described in contract for deed, together with all previous reservations easements, mineral reservations, covenants of whatsoever affecting the above described property.

- #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 23 and inclusive. Block #2, lots 1 to 5 and inclusive and Block #2, lots 40 through and inclusive to 78. Block #3 lots 54 to and through inclusive 58. Block #3 lots through and inclusive 1 to 5 inclusive. Block #4 lots 1 to and through 9 inclusive, and Block #4 lots 61 to and through inclusive 63.
The above lots are to be used as commercial or business use, residential, School or churches. All remaining lots, tracks in the Villa Capri Subdivision are restricted for residential usage only. All businesses or commercial structures are to be built on Slab Foundation of Fire Proof materials, such as brick or Rock Concrete Blocks and completely finished with at least 680 square feet or more in any Commercial structure;
- #2. No cess pools shall be dug, used, or maintained on said property, and whenever a residence 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 strickly prohibited;
- #3. 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 - 3/4th square feet (18-inch diameter pipe culvert), Culverts, or bridges, must be used for driveways and for walks;
- #4. No other structure whatsoever, other than a first-class private residence, with the 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 either concrete slab foundation or an inclosed pier and beam foundation. The exterior must have not less than 25% masonry material;
- #5. No trailer, basement, tent, shack, garage, barn, or other out building erected on this property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No building can be erected unless it is surrounded by 3950 square feet of land or more;

#6. No residence shall be erected or placed upon the property herein restricted as residential property which does not contain at least 597 square feet of livable space exclusive of porches, garages, breezeways, servants quarters, completely finished on the outside of new material. Residential property is here meant for the use of erection thereon of a first-class private residence, apartments or duplex, with customary out buildings, garage 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;

#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, fowl, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose;

#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;

#10. A 10 foot easement for utilities over, under, along and across the rear of the line of the property herein contracted to be sold for the purpose of installing, using, repairing and maintaining public utilities, water, sewer line, electric lighting and telephone poles, pipe lines and drainage ditches; Seller-Developers reserve 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. Purchaser agrees he 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 Seller or its assignees may cut such grass or weeds or remove said trash, junk or sightly objects and add the cost hereof to the amount to be paid under the terms of this contract, 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 Sellers herein;

#13. No soil or topsoil shall be sold, or removed from this property without written permission from the Sellers herein until 50% of the purchase price has been paid by the purchaser. It is agreed nothing may be done by the parties hereto 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, terminating May 1st, 1970;

#16. Purchaser of this property accepts said property SUBJECT TO the above set out restrictions, easements and covenants running with the land, and purchaser and purchasers' heirs, Successors and assigns, covenants 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.

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

In witness Thereof the SECURITY LAND COMPANY, a Texas Corporation aforesaid has caused these presents to be signed by George R. Minns, its President, and its Common seal to be hereunto affixed by its President, this 15 day of August, A. D. 1960.

THE STATE OF TEXAS I
COUNTY OF WALLER I

SECURITY LAND COMPANY
BY *George R. Minns*
President of Security Land Co.

BEFORE ME, THE UNDERSIGNED authority in and for said County and state of Texas, on this day personally appeared George R. Minns, PRESIDENT of SECURITY LAND COMPANY known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledges to me that he executed the same for the purpose and consideration herein expressed and in the capacity herein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of August, A. D. 1960

Notary Signature
NOTARY PUBLIC WITHIN AND FOR
WALLER COUNTY, TEXAS

Filed for Record
Recorded
AUG. 19 . A. D., 1960 at 11:45 o'clock A. M.
AUG. 24 . A. D., 1960 at 11:00 o'clock A. M.
DICK CUNY County Clerk
By *Theresa W. Cullerson* Deputy

No. 42,920
THE STATE OF TEXAS I
COUNTY OF WALLER I

KNOW ALL MEN BY THESE PRESENTS:

THAT SECURITY LAND COMPANY, a Texas Corporation, acting herein by and through its officers thereunto duly authorized, having its office and principle place of business in the city of Houston, Harris County, Texas, for and in consideration of the sum of TEN DOLLARS (\$10.00), cash, to it in hand paid by ROBERT CLARK and wife DOROTHY IRENE CLARK, of the County of Harris County, Texas, and specifically in consideration of the compliance by the Vendee herein of all of the terms and conditions of that certain written CONTRACT between Vendor, as Seller, and Vendee, as Purchaser, dated the 7th day of August, 1960, A.D. the receipt and sufficiency of which consideration is hereby acknowledged and fully confessed, HAVE GRANTED, SOLD and CONVEYED, and by these presents do hereby GRANT, SELL and CONVEY unto the said ROBERT CLARK and wife DOROTHY IRENE CLARK, of Harris County, Texas, the following described land premises, lying and being situated in Waller County, Texas, to-wit:

THE SURFACE and one-fourth of one per cent (1/4 of 1%) non-participating royalty in and to all oil, gas or other minerals in and under and that may be produced from.
Being that certain 25 foot by 125 foot parcel or track of land out of lot 15, Block 4 of the Villa Capri Subdivision and being described by metes and bounds as follows, to-wit:
Commencing at the North-East Corner of lot 16 and the South-East corner of lot 15 in Block 4 of said Villa Capri Subdivision for a beginning stake corner; Thence west 125 feet along the line between lots 15 and 16, Block 4; Thence North 25 feet to a corner stake; Thence East 125 feet to a stake; Thence South 25 feet to the beginning stake. Fronting on Marie Antoinette Drive, of the Villa Capri Subdivision, out of and a part of the Geo. A. Dennett League, in Waller County, Texas, which map or plat of said subdivision is recorded in Volume 160, Page 109, of the Deed Records of Waller County, Texas;