

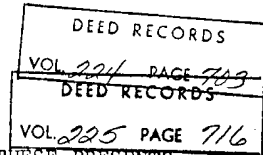
70316

RESTRICTIONS
CLEAR CREEK FOREST SUBDIVISION,
SECTION 6

70720

THE STATE OF TEXAS X
 X
COUNTY OF WALLER X

KNOW ALL MEN BY THESE PRESENTS:



THAT, in order to insure to all purchasers of property in the above described CLEAR CREEK FOREST SUBDIVISION, SECTION 6, a Subdivision in the Lacy Pearsall Survey, Abstract No. 237, Waller County, Texas, according to the map or plat thereof recorded in Volume 224, Page 3, of the Deed Records of Waller County, Texas, that all properties situated therein will be developed and maintained in a uniform manner to the mutual benefit of all owners and future owners thereof, GMA DEVELOPMENT CORPORATION, a Texas corporation with offices and principal place of business in Houston, Harris County, Texas, the present owner of all of said properties, acting herein by and through its duly authorized officers, does hereby ADOPT, ESTABLISH and IMPOSE the following reservations, restrictions, covenants and conditions upon said properties which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the present owners, their respective successors and assigns, and to each and every purchaser of any of said properties, their respective heirs, legal representatives, successors and assigns, to-wit:

1. These conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until January 1, 1987, and shall be automatically extended for successive ten (10)-year periods thereafter unless on or before one (1) month prior to the end of any such period of time three-fourths (3/4ths) of the owners of tracts of land in said subdivision shall agree in writing, properly executed and recorded in the office of the County Clerk of Waller County, Texas, to amend or repeal such restrictions.

2. All numbered lots in Clear Creek Forest, Section 6 shall be used for residential purposes only. No noxious or offensive trades or activities shall be carried on on any of the lots or tracts in said subdivision, nor shall anything be done thereon which will cause a nuisance or be offensive to residents of usual sensitivities in the area. No lot or tract shall be used or occupied for any vicious or immoral purpose, nor for any use or purpose in violation of the laws of the local, State or Federal governments. No animals shall be raised or maintained on the property in such manner or with such lack of care as to cause offensive odors or noises or so as to otherwise be a nuisance or annoyance to persons of ordinary sensitivity.

3. No residence shall be built or maintained on any lot in said subdivision having less than eight hundred square feet of living area, exclusive of garages and open porches. Residences shall be built at least seventy-five (75) feet from the nearest right-of-way line of any dedicated roadway. The exterior of each residence shall be finished and, if of a material other than brick, stone, asbestos or other material not commonly decorated or painted, shall be painted with at least two coats of paint. No tent, trailer, bus, basement, shack, barn, portable structure, or other outbuildings shall at any time be used as a residence, either temporarily or permanently. All outbuildings shall be located to the rear of the residence except that garages may be attached to the residence. Purchaser shall submit to and obtain approval of the subdivider of any plans for primary or secondary buildings, before commencement of work, to determine architectural suitability and conformity with restrictions. Should the Subdivider not disapprove plans so submitted within twenty (20) days from submission, such plans will be deemed to have been approved. When construction of any improvement is begun it shall be completed with reasonable diligence and no construction material or equipment shall be stored on the property except as construction is begun and continued with reasonable diligence. Only one main residence and one secondary residence (for guests or servants) shall ever be built or maintained on any tract or building site. Provided, however, that more than one main residence may be built on a tract or building site if the plot plan and architectural plans are first approved in writing by the subdivider. This provision shall not be construed to permit resubdivision of a tract as hereinafter prohibited. The moving of used buildings onto any building site in the subdivision is prohibited unless such building is first inspected and approved in writing by the Subdivider. This right of inspection and right to approve plans may be delegated to a successor by written recorded instrument, and such successor may be a person, persons, corporation or civic club.

4. Whenever a residence is established on any tract it shall provide an inside toilet and shall be connected with a septic tank and drain field until such time as sanitary sewers may be available for use in connection with such tract. No cesspool shall ever be dug, used or maintained on any parcel of land in said subdivision, and

drainage of septic tanks or sewerage into roads, streets, alleys, ditches, ravines, or upon the open ground shall be prohibited and such prohibitions shall be enforceable as any other violation of these restrictions by any resident in the subdivision or by public body. The purchaser of a parcel of land in said subdivision shall, upon constructing any residence upon his tract, or any person making use of his tract of land, place a culvert of sufficient size to permit the free flow of water at a point between the roadway and his property and shall fill in sufficient dirt over and around same to construct a driveway to the premises. The inside bottom of said culvert must be even with or below the level of the ditch.

5. No tract in said subdivision shall ever be subdivided or resubdivided into smaller tracts or parcels of land, each tract in said subdivision as shown on the recorded subdivision plat constituting one and only one building site.

6. No road, street, or other vehicular passageway shall ever be opened through any tract in said subdivision, it being intended that no road, street or other vehicular passageway shall ever be opened, maintained or utilized in said Subdivision other than those shown on the subdivision plat.

7. All tracts in said subdivision are sold subject to easements for public utilities as may be already existing, or as may become reasonably necessary for the subdivider, its successors or assigns, to create in the future, right to do so being hereby reserved, so as to permit good development of the subdivision and provide the necessary utilities.

8. All tracts of land in said subdivision are sold subject to roads, easements and building lines as shown on the plat of said Section 6 of Clear Creek Forest Subdivision as referred to above.

9. The subdivider or any owner in the subdivision shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of these covenants or restrictions, and either prevent such person, or persons, from so doing by prohibitive or mandatory injunction, and to recover damages for such violation. It is further stipulated that the invalidation of any one or more of these covenants, restrictions or conditions by any judgment or court order shall in no wise affect or invalidate any of the other provisions, but all of such other provisions shall remain in full force and effect.

DEED RECORDS

VOL. 224 PAGE 706

VOL. 225 PAGE 719

DEED RECORDS

IN WITNESS WHEREOF, GMA DEVELOPMENT CORPORATION, herein
sometimes referred to as "Subdivider," has caused these presents
to be executed by its duly authorized officers and its corporate
seal to be hereunto affixed on this the 7th day of January,
1971.

ATTEST:

[Signature]
Assistant Secretary

GMA DEVELOPMENT CORPORATION

By: *[Signature]*
Vice President 08

THE STATE OF TEXAS I
 I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally
appeared PETER B. SAN FILIPPO, known to me to be the
person whose name is subscribed to the foregoing instrument, as Vice
President of GMA DEVELOPMENT CORPORATION, a corporation, and acknowledged
to me that he executed the same for the purposes and consideration there-
in expressed, in the capacity stated, and as the act and deed of said
corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of
January, 1971.

[Signature]
Notary Public in and for
Harris County, Texas

STATE OF TEXAS }
COUNTY OF WALLER }
I hereby certify that this Instrument was FILED on
the date and at the time stamped hereon by me, and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Waller County, Texas, as stamped hereon by
me, on

JAN 25 1971

DICK CUNY
COUNTY CLERK
WALLER COUNTY, TEXAS



By: *[Signature]*
Deputy

Filed for Record March 22 , A. D., 1971 at 8:00 o'clock A. M.

Recorded March 22 , A. D., 1971 at 4:20 o'clock P. M.

DICK CUNY, County Clerk, Waller County, Texas.

By: *[Signature]*, Deputy.

70724

OIL, GAS AND MINERAL LEASE

VOL 225 PAGE 720

THIS AGREEMENT made this 12th day of January 1971, between Jack Womack Smith, by and through Mrs. Ann Smith, Agent and Attorney in Fact, for Jack Womack Smith.

Lessor (whether one or more), whose address is: 6139 Willow Lane, Dallas, Texas
and Crestmont Oil & Gas Company

1. Lessor in consideration of Ten and no/100 Dollars, Lessee, WITNESSETH:

(\$ 10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Waller County, Texas, to-wit:

All of my undivided mineral interest in and to the following described tract of land: 146-2/3 acres, more or less, being a part of the J. M. Stephens Lge. Abst. 249, Waller County, Texas, and being the same land described in a deed from J. Sandford Smith et al Grantors to Mike C. Harris, Grantee, and being tract Three (3) described in said deed, which deed is dated Sept. 21, 1948, and recorded in Vol. 111, page 460 of the deed records of Waller County, Texas, to which deed and the record thereof reference is hereby made for all purposes.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above, for the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise 146-2/3 acres, whether it actually comprises more or less.

Three (3)

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are:

(a) On oil, one-sixth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) (1) On gas, including casinghead gas or other vaporous or gaseous substances produced and saved from the land when not sold at the wells but used or sold off the leased premises otherwise than for the purposes hereinafter set forth, Lessor shall be paid the market value at the wells of one-sixth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-sixth of the amount realized from such sale. It is provided, however, that should Lessee sell gas to others for use in the field, in the manufacture of gasoline or other by-products or for the further use of such gas by the cycling or repressuring thereof, and should such sales be made for considerations other than a fixed price based upon the bona fide market value of the gas at the well, Lessor shall receive one-sixth of the net amount payable to Lessee under such contract for gas produced from the lands held hereunder. And it is further provided that should Lessee use gas produced from the land held hereunder in Lessee's own plant in the field for the manufacture of gasoline or other by-products, Lessor shall receive as royalty one-sixth of the current market value at the plant of such gasoline or other by-products so manufactured, less the reasonable cost of the manufacture of such gasoline or other by-products and before the addition thereto of blending agencies derived from other sources, or lead; and in addition thereto, one-sixth of any amount received by Lessee for the sale at the plant of gas so used after the processing thereof.

(2) Lessee agrees that unless the liquid and liquefiable hydrocarbons are removed from the gas, including casinghead gas produced from the leased premises in Lessee's own plant as provided for in Sub-paragraph (b) (1) above, then all gas, including casinghead gas, produced from the leased premises shall, before the same is sold or used for any purpose, be run through a properly operated field type separator for the purpose of separating, extracting and saving at or near the well the liquid and liquefiable hydrocarbons recoverable from the gas by such means before such gas is sold or used for any purpose; and on all condensate, distillate, natural gasoline, kerosene and all other hydrocarbons and products produced with gas from said land and saved by being condensed from or separated from such gas by means of separators at or near the well, Lessor shall be entitled to a royalty of one-sixth of that so produced and saved, the same