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THE STATE OF TEXAS
COUNTY OF HARRIS

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KNOW ALL MEN BY THESE PRESENTS: DEED RECORDS

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Dee
UNOFFICIAL COPY

045-40-1286

THAT FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation with a permit to do business in the State of Texas (hereinafter called "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by W. M. McCoy, Sr., Trustee (hereinafter called "Grantee"), the receipt and sufficiency of all of which consideration are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, but subject to the reservations, exceptions, conditions and restrictions hereinafter set out, the surface estate in and to that certain tract of land situated in Harris County, Texas, containing 4.56 acres of land, more or less, which tract of land is more particularly described as Unrestricted Block No. 9 of Clear Lake City, Section One, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 100, Page 56 of the Map Records of Harris County, Texas, reference to which recorded map or plat is here made.

There is excepted from this conveyance all oil, gas and other minerals in, on and under the hereinabove described property, which minerals were excepted by Humble Oil & Refining Company in a conveyance to Friendswood Development Company dated October 15, 1962, recorded in Volume 4915, Page 272 of the Deed Records of Harris County, Texas.

This conveyance is made and accepted subject to any and all easements and restrictions affecting the use of the property hereby conveyed now of record in the office of the County Clerk of Harris County, Texas, and to that certain easement for public utility purposes dedicated by Grantor to Harris County, Texas of even date herewith. The property herein conveyed is, and shall be, subject to the following restrictive

covenants, which covenants shall be binding upon Grantee, his heirs, successors and assigns, and shall run with the title to the above described land for a period extending until July 1, 2003, at which time said covenants shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the then owner or owners of the above described property shall be filed for record agreeing to change said covenants in whole or in part, or to revoke them; provided, however, that said restrictive covenants shall cease to exist and be of no further force or effect at any time that title to the above described property shall revert in Grantor, its successors or assigns:

(1) The property herein conveyed shall be used by Grantee for the construction, operation and maintenance of residential duplexes, residential duplex apartments and/or dual family dwellings only, and no buildings, structures or improvements shall be erected, maintained or permitted upon any portion of said property, other than such buildings, structures or improvements as are customarily incident or auxiliary to the operation and maintenance of residential duplexes, residential duplex apartments and dual family dwellings; provided, however, that from and after July 1, 1983, the above described property may be used in whole or in part for the conduct or operation of any lawful commercial retail business but only so long as all of the buildings or structures erected or maintained thereon are substantially similar to, and in harmony of design with, the buildings and structures being used in the conduct of commercial retail businesses located on property which adjoins the above described property. Property which is separated from the above described

property only by a road, street or easement shall nevertheless be deemed to adjoin the above described property for the purposes of the foregoing sentence hereof. The terms "residential duplexes", "residential duplex apartments" and "dual family dwellings" as used herein shall not include any building or structure designed to, or capable of, housing more than two (2) families at the same time.

(2) No building or other improvements shall be constructed on the tract of land herein conveyed until plans and specifications (including site and landscaping plans and plans for off-street parking of vehicles and the underground installation and maintenance of all utilities) have been submitted to and have been approved by Friendswood Development Company or its assignees. All such plans for exterior design shall conform to and be in harmony of design with other existing structures or schemes of design established for the area in which the tract is located. Any and all plans and specifications submitted to Friendswood Development Company which have not been disapproved within thirty (30) days after the date of submission shall, for all purposes, be deemed to have been approved. Building setback lines for the property herein conveyed shall be as reflected by the recorded plat of Clear Lake City, Section One, above referred to.

The property herein conveyed is a part of and constitutes an addition to Clear Lake City, and is hereby subjected to an annual Community Services Charge created by that certain instrument dated July 29, 1963, executed by Friendswood Development Company and recorded under Clerk's File Number B-731606, in Volume 5205, Page 384 of the Deed Records of Harris County, Texas,

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reference to which is hereby made for all purposes. Grantee understands and agrees that the payment by him, or his heirs, successors or assigns, of said Community Services Charge shall not entitle him, or his heirs, successors or assigns, to demand or receive any garbage removal or disposal services from any person, firm, corporation or association, and Grantee hereby waives such rights, if any, in this connection as he may have.

As a part of the consideration for this conveyance Grantee covenants and agrees with Grantor that, he will on or before six (6) months from the date hereof commence (and diligently thereafter prosecute to final completion) the construction upon the property hereby conveyed of a total of thirty-two (32) residential duplexes, residential duplex apartments or dual family dwellings. Grantee further agrees that in the event he should fail to perform his obligations as set forth in the preceding sentence hereof, he will upon the request of Grantor (its successors or assigns) and the tender to Grantee of the sum of \$151,955.01 in cash (less any and all closing and title costs, taxes and like charges) reconvey the above described property to Grantor (its successors or assigns) by general warranty deed free and clear of any liens or encumbrances other than those to which this conveyance is subject and any express lien created against the above described property for the purpose of financing the construction of the building or buildings above referred to. The conditional option to repurchase herein reserved must be exercised by Grantor by December 30, 1968, at which time failing exercise thereof same shall terminate and be of no further force and effect.

TO HAVE AND TO HOLD the above described land and premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, his heirs, successors and assigns forever, subject to the reservations, exceptions, conditions and restrictions hereinabove mentioned;

and Grantor hereby binds itself, its successors and assigns to WARRANT and FOREVER DEFEND all and singular the said property unto the said Grantee, his heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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GRANTEE joins in the execution hereof to evidence his agreement to the covenants, reservations, exceptions, conditions and restrictions hereinabove set out, all of which shall be binding upon him and his heirs, successors and assigns.

EXECUTED at Houston, Texas, on this 14th day of January,

FRIENDSWOOD DEVELOPMENT

By *P. W. Edge, Jr.* President

W. M. McCoy, Sr.
W. M. McCoy, Sr.

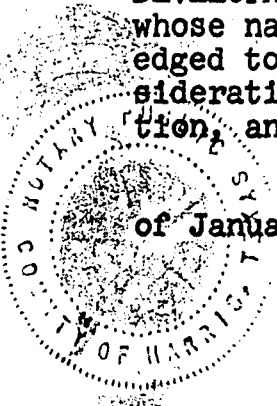


THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared P. W. EDGE, JR., President of FRIENDSWOOD DEVELOPMENT COMPANY, a corporation, 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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of January, 1966.

Bernell K. Lovett BERNELL K. LOVETT
Notary Public in and for
Harris County, Texas

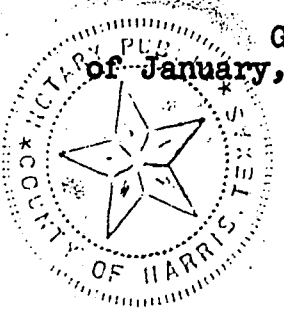


THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared W. M. McCOY, SR., Trustee, 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 25th day of January, 1966.

Lucile K. Fastick
Notary Public in and for
Harris County, Texas



045-40-1291

COPY

STATE OF TEXAS }
COUNTY OF HARRIS }
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 Harris County, Texas, as stamped hereon by
me, on

JAN 26 1966



Robert Montague
COUNTY CLERK
HARRIS COUNTY, TEXAS

WARRANTY DEED

FRIENDSWOOD DEVELOPMENT COMPANY

to
W. M. McCOY, SR., TR.

G.F. 745-2-G 11Mac's

Return to: Mr. Murray McCoy, Asst. Mgr.
Stewart Title Guaranty Co.
801 Caroline Street
Houston, Texas 77002

FILED
Robert Montague
COUNTY CLERK
HARRIS COUNTY, TEXAS

JAN 26 11 14 AM 1966

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