

G S G 17, LTD.

TO

RABB RIDGE ESTATES

COMPARED  
3/27/73  
30050

DEED  
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RESERVATIONS, EXCEPTIONS,  
DEDICATION AND RESTRICTIONS

THE STATE OF TEXAS :

COUNTY OF FORT BEND :

KNOW ALL MEN BY THESE PRESENTS: That G S G 17, LTD., a Texas Limited Partnership, hereinafter called Developer, does hereby publish and set forth the following restrictions, exceptions, reservations, easements, covenants and dedications applicable to Rabb Ridge Estates, an unrecorded subdivision of a 17.72 acre tract of land in the Joseph Kuykendall League, Abstract 49, Fort Bend County, Texas, more particularly described in Deed from George S. Gayle, III, Trustee, to G S G 17, LTD., dated January 18, 1973, recorded in Volume 582, Page 876 et seq. of the Deed Records of Fort Bend County, Texas, reference being here made to said Deed for all purposes, SAVE AND EXCEPT: There is hereby expressly saved and excepted from these restrictions all that part of said 17.72 acre tract of land which is located between Crabb River Road and a line 150 feet West-Northwest of and parallel to the West-Northwest boundary line of Crabb River Road. Said 17.72 acres, less and except the 150 foot wide strip hereinabove described will be hereinafter referred to as Said Property.

RESTRICTIONS

The hereinafter restrictions shall affect all of the lots or tracts in Said Property.

For the purpose of creating and carrying out a uniform plan for the improvement and sale of all lots or tracts in Said Property as a restricted district, set aside for residential use, the following restrictions upon the use of Said Property are hereby established and shall be referred to, adopted and made a part of each and every contract and Deed executed by Developer, conveying Said Property or any part thereof, by appropriate reference to these restrictions, making the same a part of such conveyance

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to all intents and purposes as though incorporated at length therein;  
and said restrictions shall be and are hereby imposed upon each lot or tract of Said Property and same shall constitute covenants running with the land, and shall inure to the benefit not only to Developer, its successors and assigns, but to the benefit of each and every purchaser of lots or tracts in Said Property and their Heirs, legal representatives, successors and assigns; and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

All of the restrictions, covenants and reservations herein, as well as those appearing in any deed or other conveyance, to any part of said lots or tracts shall be construed together, but if any one of the same shall be held to be invalid, or for any reason not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

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These restrictions shall be effective until October 1, 2007 and thereafter these restrictions shall be automatically extended for successive periods of ten years each unless an instrument in writing, signed and acknowledged by the then owners of a majority of the acreage of Said Property has been recorded in the Fort Bend County Deed Records, agreeing to change said restrictions in whole or in part.

- 2 -

This property shall be used for single-family residence purposes only. No commercial enterprise shall be carried on upon any tract or lot in Said Property.

- 3 -

The term "residence purposes" as used herein, shall be held and construed to exclude hospitals, commercial and industrial usages, apartment houses, duplex houses, and multiple family houses of any kind, and any such usage of the lots or tracts in Said Property is hereby

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expressly prohibited.

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All tracts may be subdivided into lots not less than three-fourths (3/4) acre each and only one residence shall be constructed on each lot.

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The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, and other permanent parts of the improvements except roofs.

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No building material of any kind or character shall be placed or stored upon Said Property until the owner is ready to commence improvements, and then such materials shall be placed within the property line of the tract upon which the improvements are to be erected, and shall not be placed on the road. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot or tract at any time as a residence. Temporary structures used as building offices and for other related purposes during the construction period must be inconspicuous and sightly.

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No signs, billboards, posters or advertising device of any character shall be erected on Said Property except one sign of not more than three square feet advertising the property for sale or rent, or except signs used by builders to advertise the property during the construction period, which signs shall be removed when the property has been sold and occupied. The Architectural Control Committee, hereinafter provided for, will have the right to remove any such sign, advertisement or billboard or structure which is placed on any lot or tract and in so doing shall not be subject to any liability of trespass or other sort in the connection therewith or arising with such removal.

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No livestock of any description or fowls, sheep, goats, pigs or hogs shall be kept on any of these tracts, except that one horse, one calf, and a maximum of three (3) chickens may be kept on each lot or tract, provided that the facilities for same are maintained in a sanitary condition, however, this shall not prevent keeping of common household pets, provided they are not kept, bred, or maintained for any commercial purpose.

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All tracts or lots in Said Property must be properly cared for and mowed and no part of Said Property shall be permitted to grow up in grass, weeds, or underbrush that will be obnoxious or present an unsightly appearance, and no accumulation of trash, rubbish, or other unsightly obstacles on the premises, the easements, or in the road will be permitted. In no event shall any lot or tract be used for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. In the event of default on the part of the owner or occupant of any lot or tract in observing the above requirements or any of them, and such default continues after ten (10) days written notice thereof, the Architectural Control Committee, hereinafter provided for, shall without liability to the owner or occupant in trespass or otherwise, enter upon said lot or tract and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot or tract in a neat, attractive, healthful and sanitary condition and may charge the owner or occupant of such lot or tract for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof.

No building shall be erected on any lot or tract in Said Property nearer than Seventy (70) feet to the centerline of the road upon which it fronts, being called its front property line, nor nearer than Ten (10) feet to any interior side property ownership line. No fence shall be constructed on any lot or tract to extend past the Seventy (70) foot front building setback line, in order that no fence shall be erected nearer than Seventy (70) feet to the centerline of the road upon which the lot or tract fronts.

All buildings in Said Property shall be of sound and new construction. The use of mobile homes, pre-manufactured homes and/or pre-fabricated homes is expressly prohibited. No old residence shall be moved upon and located upon any tracts or lots in Said Property. The minimum floor space for the principal dwelling shall be not less than one thousand six hundred (1,600) square feet, exclusive of garage and open porches. For a dwelling of more than one story, the ground floor area of the main structure, exclusive of open porches and garages, shall be not less than one thousand (1,000) square feet, and the total living area of not less than one thousand six hundred (1,600) square feet. No building shall be erected, altered or permitted to remain on any lot or tract other than one detached single family residential dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not less than one nor more than four (4) cars. Notwithstanding the foregoing, one storage building and one barn may be erected on each lot or tract, provided same is erected to the rear of the residential dwelling, is of sound and new construction, and the erection of same is approved by the Architectural Control Committee as herein provided.

No activity, whether for profit or not, shall be carried on any lot or tract which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood.

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No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or tract, nor shall any oil well, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot or tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or tract.

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No radio or television aerial wires or antennae shall be maintained on any portion of any lot or tract forward of the front building line of said lot or tract; nor shall any free standing antennae of any style be permitted to extend more than thirty (30) feet above the roof of the main residential structure on said lot or tract.

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No boat trailers, boats, travel trailers, mobile home, inoperative automobiles, campers or vehicles of any kind are to be semi-permanently stored in the public road right-of-way described in Exhibit "A" attached hereto. Semi-permanent is defined as exceeding a twelve (12) hour period of time.

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No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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All water wells shall be built in accordance with county health department standards. No open or pit type toilets shall ever be constructed upon the lot or tract, except for approved portable toilets during construction, and all septic sewage systems shall be constructed in accordance with the standards then approved by the governmental authority having jurisdiction of such matters, whether same be city, county or other governmental authorities. The drainage of sewage into any road, street or alley is expressly prohibited.

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All roads or driveways to and from the lots or tracts shall have county approved culverts where the property adjoins any public roads, or where it adjoins the bar ditch on "the road". "The road" as used herein refers to the 60 foot road tract described in Exhibit "A" hereinafter.

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No building shall be erected, placed or altered on any lot or tract until the construction plans and specifications, and a plat showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography, and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any road than the minimum building set back lines herein defined, unless similarly approved. The Architectural Control Committee is composed of three members whose names and addresses are:

NAME	ADDRESS
George S. Gayle, III	4848 Guiton Houston, Texas 77027
Hilary G. Smith	4848 Guiton Houston, Texas 77027
Jane C. Gayle	4848 Guiton Houston, Texas 77027

A majority of the committee members may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives shall be entitled to any compensation for services performed or to be performed pursuant to this covenant. At any time, the then owners of a majority of the acreage shall have the power through a duly recorded written instrument to change the membership of the Committee, or to withdraw from the Committee or to restore to it any of

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its powers and duties. The Committee approval or disapproval as required herein shall be in writing. If the Committee or its designated representative fails to give written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, approval will not be required, and the related covenant shall be deemed to have been fully satisfied.

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These restrictions and covenants may be enforced by proceedings at law or in equity against any person, corporation, partnership or entity violating or attempting to violate any covenant or restrictions either to restrain such violation and/or to recover damages.

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These restrictions shall be binding upon Developer, its successors and assigns, and all parties claiming by, through or under it, and all subsequent owners of any part or parcel of Said Property, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; provided, that no such person or corporation shall be liable except in respect to breaches committed during its, his or their ownership of Said Property. The violations of any such restrictions, covenant or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against Said Property, or any part thereof, subject nevertheless, to restrictions, covenants and conditions herein set forth. The owner of any lot or tract in Said Property shall have the right to prevent a breach of any such restrictions, covenant or condition, or to enforce performance of same, in the manner hereinabove provided, and/or to recover damages as hereinabove provided.

DEDICATION

- 1 -

Developer hereby grants and dedicates to the public, an easement and right-of-way for public road purposes over, along, and across a 60 foot wide tract of land situated in Fort Bend County, Texas, said 60 foot wide tract being described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

DEED

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This is a grant and dedication of a right-of-way and easement for public road purposes and not a conveyance of title to the land or of minerals under the land described in said Exhibit "A".

Developer hereby expressly excepts and reserves from this grant and dedication the right to negotiate and convey utility easements for the benefit of Said Property, provided that such utility easements shall not prevent the use of said 60 foot wide road easement tract for road purposes, said utilities to be placed in, on, over and along said 60 foot wide road easement tract, subject to the aforesaid provision that such utilities shall not prevent the use of said 60 foot wide road easement tract for road purposes.

- 2 -

Developer hereby grants and dedicates to the public, an easement for public utility purposes over, along, and across a 10 foot wide tract of land situated in Fort Bend County, Texas, said 10 foot wide tract being described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes. Further, Developer does hereby dedicate for public utility purposes an unobstructed aerial easement 5 feet wide in width from a plane 15 feet above the ground level upward, located adjacent to the above described 10 foot wide public utility easement.

This is a grant and dedication of an easement for public utility purposes and not a conveyance of title to the land or of minerals under the land described in said Exhibit "B".

RESERVATIONS

- 1 -

Developer hereby expressly reserves the right to negotiate and convey utility easements in, on, over and along that certain 60 foot wide road easement tract described by metes and bounds in Exhibit "A" attached hereto.

It is expressly understood and agreed that the title conveyed by Developer to any lot or parcel of land in Said Property, shall not, in any event, be held or construed to include the title to the utility lines, poles, or other conduits or any other utility or appurtenance thereto which is constructed upon the easements herein provided for.

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(a) The word "Gayle" used in these restrictions and reservations shall be construed to refer to George Gayle, III, his heirs, executors, personal representatives or assigns.

(b) Said Property shall be subject to an annual maintenance fee charge of Fifty and No/100 (\$50.00) Dollars per acre per year to be paid annually in advance to Gayle on the first day of December of each year, beginning December 1, 1977. Said road maintenance fee charge shall be held by Gayle in trust to be used for the maintenance and/or improvement of the 60 foot wide road easement tract described in Exhibit "A" attached hereto, and such road maintenance fee charges may be expended by Gayle as in his judgement will be most effective in maintaining and/or improving said road. Gayle shall also have the right to use said road maintenance fund to reimburse any "out of pocket" bookkeeping expenses incurred in connection with collecting and accounting for said road maintenance fund.

(c) To secure payment of the said road maintenance fee charge levied against the property as above described, a vendor's lien in hereby expressly reserved against Said Property. However, it is expressly provided that said vendor's lien securing payment of said road maintenance fee charge is and shall be secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the owner of Said Property or any parcel thereof to secure the payment of moneys advanced or to be advanced on account of the purchase price and/or the improvement of Said Property or any parcel thereof. Said road maintenance fee charge and the vendor's lien securing payment of same shall remain effective for the full term and extended term, if extended, as hereinabove provided, of the foregoing restrictions and covenants, unless Fort Bend County shall sooner accept the maintenance of said 60 foot road easement tract. If said Fort Bend County accepts said 60 foot road easement tract for maintenance purposes, then this road maintenance fee charge shall not be owing for any year commencing December 1 immediately following said acceptance by said Fort Bend County of said road easement tract for maintenance purposes. In the event said road maintenance fee

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charge is not paid when due as hereinabove provided, and Gayle employs an attorney to enforce collection of same, a reasonable attorney's fee shall also be owing therefore and such reasonable attorney's fee shall also be secured by the Vendor's Lien herein reserved on Said Property.

(d) PURCHASERS ARE HEREBY GIVEN NOTICE THAT IN THE EVENT FORT BEND COUNTY AGREES TO ACCEPT THE ABOVE DESCRIBED 60 FOOT ROAD EASEMENT TRACT FOR MAINTENANCE PURPOSES, THE SAID FORT BEND COUNTY WILL NOT UP-GRADE THE STATUS OF SAID ROAD TO A BLACK TOP ROAD, OR OTHER IMPROVED SURFACE, WITHOUT A FULL ASSESSMENT TO THE THEN FEE HOLDERS OF PROPERTY ADJOINING SAID ROAD FOR ALL COSTS OF LABOR AND MATERIALS TO BE EXPENDED BY FORT BEND COUNTY IN THE IMPROVEMENT OF SAID ROAD.

(e) Developer shall not be required to pay such road maintenance fee charge on the acreage which it owns adjoining said sixty (60) foot road easement tract. However, in the event the funds from said road maintenance fee charge are insufficient to adequately maintain "the road", the Developer shall be responsible for the adequate maintenance of same, which shall include the widening of the gravel topped portion of "the road" to a width of 24 feet on or before January 1, 1979, until such time as "the road" may be accepted by Fort Bend County. However, this requirement shall in no event be construed as imposing upon Developer the responsibility or obligation to up-grade "the road" to a black top road or any other improved surface. In the event it becomes necessary for Developer to expend its funds under this paragraph, Developer shall be entitled to reimbursement for same from the road maintenance fund herein provided for at such time, if any, that said funds are available.

(f) The owners of a majority of the acreage in Said Property shall have the right to elect a successor to Gayle as Trustee for collecting and handling the road maintenance fee charge with each fee holder of any portion of Said Property to be entitled to one vote in the same manner and on the same basis for the number of acres which it owns. At any time a successor trustee to Gayle for handling and collection of said road maintenance fee charges is so duly elected in said manner, and evidence of such election is presented to Gayle, then Gayle shall deliver any funds on hand in said road maintenance fee fund to such successor trustee, together with an accounting for his prior handling of said funds so collected within Twenty (20) days after being furnished evidence of such election of said

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successor road maintenance fund trustee. Such election of the appointment of successor trustee for said purposes shall be evidenced by a written instrument filed for record in the Deed Records of Fort Bend County, Texas, in order to afford public notice as to the name of the acting and duly elected trustee of said road maintenance fund.

Milton E. Robinowitz and W. M. Wheless, III, Trustee, join in the execution of this instrument as lienholders to evidence their consent and ratification of the adoption of these restrictions as hereinabove provided.

EXECUTED this 23rd day of September, 1977.

G S G 17, LTD,

By *George S. Gayle, III* GENERAL PARTNER  
George S. Gayle, III,  
General Partner

Milton E. Robinowitz,  
LIEN HOLDER

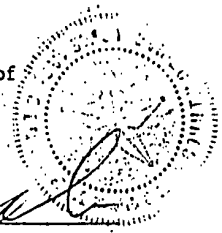
*W. M. Wheless, III* TRUSTEE  
W. M. Wheless, III, Trustee  
LIEN HOLDER

THE STATE OF TEXAS :  
COUNTY OF :

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared George S. Gayle, III, General Partner of G S G 17, LTD., 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 stated therein, and as the act and deed of Said Limited Partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of Sept, 1977.

*Robert A. Casper*  
Notary Public in and for  
County, Texas





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THE STATE OF TEXAS :  
COUNTY OF FORT BEND :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Milton E. Robinowitz, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of Sept, 1977.


  
Notary Public in and for  
Fort Bend County, Texas




THE STATE OF TEXAS . :  
COUNTY OF FORT BEND :

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. M. Wheless, III, 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 stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of Sept, 1977.

  
Notary Public in and for  
Fort Bend County, Texas



DEED

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A Field Note Description of a 60 foot road easement across a 17.72 Acre Tract of Land, being the remainder of the Mattie Jackson 20 Acre Tract (Vol. 159, Pg. 168; Deed Records) in the Joseph Kuykendall League, Abstract 49, Fort Bend County, Texas.

Begin at a corner post marking the South corner of Lot 23 of the J.W. Blakely Subdivision (Vol. E, Pg. 234, Surveyor's Records) and being the South corner of the Charlie Gorka 12 Acre Tract (Vol. 301, Pg. 417; Deed Records) and a West corner of the Joseph W. Marek Tract; THENCE, North  $63^{\circ} 41' 50''$  West, 729.6 feet to the North corner of said 17.72 Acre Tract; THENCE, South  $26^{\circ} 18' 10''$  West, 63.68 feet to corner; THENCE, South  $16^{\circ} 27' 40''$  East, 293.70 feet to the Place of Beginning for this road easement; said point being on the center point of a cul-de-sac having a 50 foot radius;

THENCE, South  $63^{\circ} 50' 30''$  East, 1317.06 feet along the centerline of a 60 foot road easement to the Point of Termination of the centerline description; said corner bears South  $25^{\circ} 43'$  West, 122.68 feet from the East corner of this Tract and the South corner of the Charlie Mason Tract (Vol. 232, Pg. 206; Deed Records).

EXHIBIT "A"

DEED

751-368

A Field Note Description of a 10 foot utility easement around the original George Gayle, Jr. 17.72 Acre Tract in the Joseph Kuykendall League, Abstract 49, Fort Bend County, Texas.

For Connection Begin at an iron pipe found marking the East corner of said 17.72 Acre Tract; said corner also being the South corner of the Charlie Mason 60 foot X 120 foot Tract (Vol. 232, pg. 206; Deed Records) and in the Northwest line of Crabb River Road; THENCE, South 25° 43' West, 360.27 feet along the Northwest line of Crabb River Road to the East corner of the Will Edmonson Tract (Vol. 225, pg. 527; Deed Records) and Place of Beginning for this 10 foot utility easement;

THENCE, North 65° 35' 40" West, 105.4 feet along the Southwest line of this 10 foot utility easement to corner;

THENCE, South 26° 19' 40" West, 39.2 feet along a Southeast line of this 10 foot utility easement to corner;

THENCE, North 63° 50' 30" West, 1369.6 feet along the Southwest line of this 10 foot utility easement to corner;

THENCE, North 26° 18' 10" East, 559.8 feet along the Northwest line of this 10 foot utility easement to corner ;

THENCE, South 63° 41' 50" East, 729.6 feet along the Northeast line of this 10 foot utility easement to the South corner of Lot 23 of the Blakely Subdivision;

THENCE, South 65° East, 318.3 feet along the Northeast line of this 10 foot utility easement to corner;

THENCE, South 25° 47' West, 100 feet along the Southeast line of this 10 foot utility easement to corner;

THENCE, South 63° 24' East, 307.5 feet along the Northeast line of this 10 foot utility easement to corner;

THENCE, South 26° 46' West, 59 feet along the Southeast line of this 10 foot utility easement to corner;

THENCE, South 63° 40' East, 115.5 feet along the Northeast line of this 10 foot utility easement to the previously described East corner of said 17.72 Acre Tract for the Termination of this 10 foot utility easement.

FILED FOR RECORD  
NO. \_\_\_\_\_ TIME 3 P.M.

DEC 5 - 1977

EXHIBIT "B"

*Pearl Ellett*  
COUNTY CLERK, FORT BEND COUNTY, TEX.

Duly recorded this the 6 day of December A.D. 1977 at 4:30 O'Clock P.M.  
By *Olivia L. Cortez* Deputy Pearl Ellett, County Clerk  
Fort Bend County, Texas