

EXECUTED this the 15<sup>th</sup> day of April, 1959.

CARBIDE EMPLOYEES' FEDERAL CREDIT UNION

By J. E. Saxon  
President

ATTEST  
J. M. Zimmerman  
Secretary

THE STATE OF TEXAS )  
COUNTY OF GALVESTON )

BEFORE ME, the undersigned authority, on this day personally appeared J. E. Saxon, President of CARBIDE EMPLOYEES' FEDERAL CREDIT UNION, a corporation, 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, in his capacity as therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15<sup>th</sup> day of April, 1959.

J. W. BONES  
Notary Public in and for Galveston County, Texas

Gold Bowers  
Notary Public in and for GALVESTON County, Texas

Filed for Record April 29, 1959 at 9:00 o'clock A. M. No. 219336  
Recorded April 29, 1959 at 12:30 o'clock P. M.  
JOHN R. PLATTE, County Clerk, By Ethel Hanson Deputy.

THE STATE OF TEXAS )  
COUNTY OF GALVESTON )

WHEREAS, HARRIS COUNTY PROPERTIES, INC., a Texas Corporation with office and principal place of business in Houston, Harris County, Texas, is the owner of the following described property, to-wit:

EMERALD BEACH, Section 2, a subdivision of 63.20 acres out of the Jones Shaw Survey, Galveston County, Texas, consisting of 281 residential lots and two (2) tracts, designated as Reserve "A" and Reserve "B", all as shown by the plat recorded in Book 254- A, page 83 of the Map Records of Galveston County, Texas;

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and,

WHEREAS, Harris County Properties, Inc. desires to impose certain restrictions upon said subdivision.

NOW, THEREFORE, Harris County Properties, Inc., acting by and through its duly appointed and authorized officers, does hereby impose the following restrictions upon said subdivision:

1. All lots except the lots marked Reserve "A" and Reserve "B" on the plat of said subdivision shall be used for residential purposes only and not more than one single dwelling unit shall be erected on each such residential lot.

2. All residences shall contain a minimum of 600 square feet of single floor area under roof and all undercourse materials or unpainted outside walls and exterior areas shall be painted with two (2) coats of paint or covered with a commercial grade of exterior finish material within sixty (60) days following the closing of exterior wall areas.

3. All plumbing shall be connected with sanitary sewer or concrete septic tanks constructed in accordance with applicable governmental regulations and no outside toilets or cesspools shall ever be permitted in the subdivision.

4. No structure or building of any nature shall be moved onto any residential lot unless written consent be obtained from the developers or their appointees.

5. No trailer, bus, tent, shack, garage, barn or other outbuilding erected in said subdivision shall ever be used as a residence either temporarily or permanently.

6. All residences shall be built on stilts with no less than six feet overhead clearance from the natural ground level.

7. All residences shall be set back at least twenty-five (25) feet from the front property line and at least five (5) feet from the side property lines.

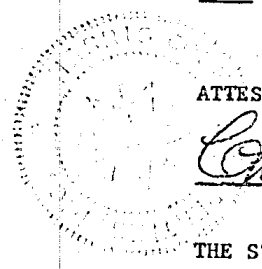
8. These covenants are to run with the land and shall be binding upon the parties hereto and all persons claiming under them until January 1, 1969, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then lot owners shall sign and file for record in Galveston County at least thirty (30) days before the expiration of such periods an instrument in writing amending or repealing such covenants.

9. The invalidity of any one of these covenants, whether by judgment, court order or otherwise, shall in no wise affect any of the other provisions which shall remain in full force and effect. If any of the parties hereto or any of their successors, assigns, or heirs, or any owner of any interest in the above described property, shall at any time violate or attempt to violate any of the covenants, or restrictions herein, it shall be lawful for any person or persons owning any other lot or plot in the above described property, or for Harris County Properties, Inc. to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violation. There shall be no obligation on the instance of Harris County Properties, Inc. to enforce these covenants and restrictions.

IN WITNESS WHEREOF, Harris County Properties, Inc.

has caused these presents to be executed by its President and Assistant Secretary, hereunto duly authorized by its Board of Directors, and its corporate seal hereunto affixed on this the

24<sup>th</sup> day of April, A.D. 1959.



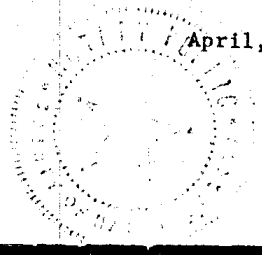
ATTEST:  
*Charles D. Stephenson*  
Ass't Secretary

HARRIS COUNTY PROPERTIES, INC.  
*Claude H. Townsend*  
President

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared Claude H. Townsend, President of the Harris County Properties, Inc., a Texas 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 Harris County Properties, Inc., and as the President thereof.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25<sup>th</sup> day of April, A. D. 1959.



*Thelma Schulte*  
Notary Public in and for  
Harris County, Texas

Filed for Record April 29, 1959 at 9:00 o'clock A.M. No. 219341  
Recorded April 29, 1959 at 12:35 o'clock P.M.  
JOHN R. PLATTE, County Clerk, By *Ethel Newman* Deputy.

A-400--DEED OF TRUST--With Tax and Insurance Clause. MARTIN Stationery Co., Dallas

THE STATE OF TEXAS, }  
COUNTY OF GALVESTON } Know All Men By These Presents:

I,  
THAT THE UNDERSIGNED... Emma C. Lovellette Seay, a widow

of the County of Grayson, and State of Texas, in consideration of the debt and trust hereinafter mentioned, have Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto W. F. Renschel, Jr., Trustee, and to his successor or substitute in this trust, and to his and their assigns hereunder forever, the following described property, situated, lying and being in the County of Galveston and State of Texas, to-wit:

Block Number Four of Subdivision "Z" of Kohfeldt's Re-Subdivision of the T. W. Johnson Survey in Galveston County, Texas as shown by plat thereof recorded in Volume 245, Page 283 of the Records of Galveston County, Texas, containing 10 acres of land,

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, and to his successor or substitute hereunder, and to his and their assigns forever. And the undersigned hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises, unto the said Trustee, his successor or substitute in this trust, and to his or their assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of One promissory note of even date herewith (hereinafter referred to as note), executed by the undersigned, payable to