

GILBERT SAXOWSKY of Post Office Box No. 1116, Bismarck, North Dakota, their heirs, successors and assigns, an undivided one-eighth (1/8) interest in and to the said lease and rights thereunder, insofar as it covers the lands described in said lease, together with all personal property used or obtained in connection therewith.

For the same consideration, the undersigned, for themselves, their heirs, successors and assigns, do COVENANT and AGREE with Assignees, their heirs, successors or assigns, that they have good right and authority to sell and convey said interest.

IN WITNESS WHEREOF, the undersigned owners and assignors have signed this instrument this 15 day of May, 1963.

Howard D. Armentrout
HOWARD D. ARMENTROUT

Gordon Trusty
GORDON TRUSTY

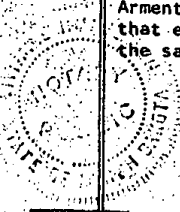
STATE OF NORTH DAKOTA

County of Burleigh

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On this 15 day of May, 1963, before me, a Notary Public in and for said county and state, personally appeared Howard D. Armentrout and Gordon Trusty, known to me to be the persons described in and that executed the within instrument and acknowledged to me that they executed the same.

Vivianne H. Anderson
Vivianne H. Anderson
Notary Public, Burleigh County, N. Dak.
My commission expires 11-24-64



THE STATE OF TEXAS | #4018
COUNTIES OF POLK
AND LIBERTY

WHEREAS, we, BARNEY WIGGINS, M. G. REILY, R. H. REILY and D. E. REILY, of Polk County, Texas, are owners of that certain tract of land situated in the J. F. DeRumayor Six-League Grant, Polk and Liberty Counties, Texas, a subdivision out of a 1489.89-acre tract of land East of State Highway 146, being a part of Gordon Reily and C. L. Cochran 3/4-League described as Tract #1 in Deed dated September 12, 1957, recorded in Volume 174, page 198, of the Deed Records of Polk County, Texas, to be known as Big Thicket Lake Estates, as shown on Plats recor-

ded and to be recorded in the Map Records of Liberty and Polk Counties, Texas; and,

WHEREAS, a general development scheme is proposed for the said Big Thicket Lake Estates, we, the said BARNEY WIGGINS, M. G. REILY, R. H. REILY and D. E. REILY, as part of such general development scheme, do hereby impress upon all of the lots included in the said Big Thicket Lake Estates Subdivision, Polk and Liberty Counties, Texas, the following restrictive covenants, easements, reservations, charges and conditions, which shall run with and bind the said lots and shall be binding upon the Grantees of said lots, their heirs, executors, administrators and assigns, to-wit:

1. The land hereby conveyed shall be used for the purposes of one private single family residence and appropriate uses accessory thereto. No building shall be erected on any one lot except one private single family house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence. No building or structure shall be erected within twenty (20) feet of any of the front lines of said lot, and if the lot fronts on the lake, also no building nor structure shall be so located that the closest point thereof shall be nearer than twenty (20) feet from the water's edge of any lake.

No building or structure of any sort shall be built within five (5) of the side lines of said lot. No structure shall be erected or placed on said lot unless built of solid, permanent materials with pleasing exterior. No structures shall have tar paper, rolled-brick siding or similar materials on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent. No tin roofs. All structures must comply with government laws and regulations, and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver by the Grantor of compliance with such laws and regulations. No privies or outside toilet facilities shall be constructed or maintained on any lot, and any sewage disposal system shall be of a type approved or recommended by the state and local departments of health, and shall be maintained by the Grantee at all times in a proper, sanitary condition and in accordance with applicable state and county sanitary laws. All plumbing and drains must be connected with watertight spetic tanks or approved construction.

No septic tanks or lines shall be placed within seventy-five (75) feet of the water edge. No sign of any description may be erected or placed upon any portion of the land without the express written approval of the Grantor, his heirs, executors or assigns. No tent, trailer or outbuilding shall ever be erected or maintained on the tract and no garage or basement shall at any time be used as a temporary or permanent residence. Any structure constructed on said lot shall be completed within one (1) year from date of commencement of construction thereof and shall contain not less than three hundred and fifty (350) feet of floor space, exclusive of porches and garage.

2. The land to be conveyed hereunder shall be used for residential purposes only, except those lots which are designed on the official plat of said addition as being commercial lots, and except those lots which may from time to time be designated by Grantor, his heirs, executor or assigns, for business, recreational or commercial purposes.

3. No animals shall be kept or maintained on the premises except customary household pets.

4. The foregoing restrictions shall be deemed and considered covenants running with the hereinabove described lots and shall be binding upon the Grantee's heirs, executors, administrators and assigns. The Grantor reserves the right to make such reasonable changes in the hereinabove restrictions as Grantor may deem reasonably necessary or desirable.

5. The Grantor, for himself, his heirs, executor or assigns, hereby reserves the right without further assent or permit from the Grantee, his, her, their, or its successor in title, to himself or to grant to any public utility company, municipality or water company, the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues or ways on which said above described lot abuts, or upon any part of said lot at the election of Grantor, electric light, telephone or telegraph poles and wires; water, sewer and gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Grantor or any public utility company, water company or municipality be deemed necessary or useful in connection with the beneficial use of said roads, streets, avenues and ways, and only in and

on said lot hereinafter described when necessary to effectuate any of the foregoing purposes, and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconveniences caused thereby against the Grantor, or any public utility company or municipality or any of its agents or servants are hereby waived by the Grantee for (his, her, their, its, self) and (his, her, their, its) successors in title.

No dedication to public use of roads, alleys, ways, or beaches is intended by this instrument. The lots, ways, or alleys referred to are meant to include those either developed or to be developed in Big Thicket Lake Estates Subdivision by the said Barney Wiggins, M. G. Reily, R. H. Reily and D. E. Reily, their heirs or assigns, reserves title to the streets and alleys and reserves the right to dedicate such streets and alleys to the use of the public.

6. If this lot or lots of ground border on water, the lot or lots of ground conveyed shall not convey any riparian rights to the Grantee but on the contrary, Grantor reserves to himself, his heirs, executors and assigns any and all riparian rights and in addition thereto an area of twenty (20) feet back from the water line of said lakes shall be reserved for the use of all owners of lots of this said subdivision and shall not be considered a part of the lots facing said lakes.

7. The land to be conveyed hereunder shall be subject to the reservation of all minerals in and under the property and premises conveyed hereby and subject to any and all oil and gas leases affecting such land and subject to all easements, rights-of-way, stipulations, restrictions and reservations of record affecting such land.

8. The owner, heirs or assigns, including their guests, in the presence of the said owner of a lot of the subdivision of the Big Thicket Lake Estates shall have the use of said lakes for fishing, but at no time shall any of the above named or mentioned persons ever take fish from said lake by seining, netting, trapping or by any commercial method. Any rights hereinabove granted to the fishing in lakes are subject to revocation by the Grantor herein, his heirs or assigns, if any of the above stipulations or covenants are violated.

9. No lot shall be sold to or used by a commercial fisherman. No skiing except in designated areas. All culverts in ditches must comply with county regulations.

10. No hunting shall be allowed on the lakes or any

area in said subdivision.

11. Grantor, his heirs or assigns, reserves the right to change any of the covenants or stipulations concerning the use of any of the rights-of-way, easements and fishing rights in said lakes as the conditions and development of said subdivision shall warrant, and which shall in the option of said Grantor, his heirs or assigns, shall be reasonable, and the purpose of said covenants and restrictions is for the protection of said low owners.

12. The said owners of lots in said Big Thicket Lake Estates Subdivision shall pay for a period of ten (10) years the sum of TEN & NO/100 (\$10.00) DOLLARS each on the 10th day of April each year to the said BARNEY WIGGINS, M. G. REILY, R. H. REILY and D. E. REILY, their heirs or assigns, to be used for the upkeep of the lakes and playgrounds as set out in said plat of said subdivision; this shall be in the form of an assessment to run with the ownership of said lots.

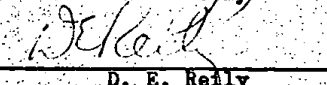
13. Grantor reserves the right to enter upon the land conveyed at any time to preserve the restrictions, conditions, covenants or agreements herein contained. Failure to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of a right to do so thereafter, as to the same breach or as to the one occurring prior or subsequently thereto, and invalidation of any one of these covenants, or part thereof, by judgment or court order shall in nowise affect any of the other provisions, or part thereof, which shall remain in full force and effect, and any written approval by the Grantor, his heirs and assigns, of any act shall be subject to any Municipal, County, State or Federal rules, regulations or laws.

WITNESS our hands this the 24 day of June,
A. D. 1964.


Barney Wiggins


M. G. Reily


R. H. Reily


D. E. Reily