

~LEEDY ESTATES~

**DEED
RESTRICTIONS**

LEEDY ESTATES IV

DEED

VOL 1472 PAGE 675

25517

RESTRICTIVE COVENANTS AND CONDITIONS

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS:

THAT MANVELTEX, INC., the owner in fee simple of that
certain tract or parcel of land described as follows:

82.327 acres of land, being a part of the Amos Pollard
Survey, Abstract 359, Brazoria County, Texas, SAVE AND
EXCEPT 1.50 acres of land, and being more particularly
described by metes and bounds on Property Exhibit
attached hereto and made a part hereof,

desires and intends to sell and convey various tracts and
parcels of said land to various persons, and desire that said
tract be established as a restricted residential district and to
place upon said land certain restrictions, covenants and conditions,
to the end that the values of said tracts and parcels of land
will be upheld and the interests of the present and future owners
of said lands protected;

NOW THEREFORE, MANVELTEX, INC.} acting herein by and through its duly authorized officers, does for itself, its successors and assigns, grantees and assigns make, create and place upon the aforescribed property and each and every part and parcel thereof, the following covenants, conditions restrictions which shall run and be binding upon and against said premises for a period of Twenty-Five (25) years from the date of recording these covenants, after which time said covenants shall be automatically extended for successive periods of Ten (10) years, unless an instrument signed by a majority of the then owners of the tracts and parcels of said land has been recorded agreeing to change said covenants in whole or in part:

1. No part of the above described property shall ever be used for any purposes other than single family residences during the term of these restrictions. All residences shall be of new construction and shall have 51% brick or other masonry exterior walls. No tract shall be used for commercial or industrial purposes. This restriction shall be held and construed to exclude apartment houses, duplex houses and multiple family dwellings of any kind.

2. No dwelling shall be erected on any tract less than one (1) acre in size and no dwelling shall be erected on any tract containing less than 1500 square feet of living floor area, exclusive of open porches, breezeways and attached garages, and each residence is required to be put on a slab in compliance with the 100-year flood plain.

3. Dogs, cats, or other household pets, horses and live-stock, except swine, may be kept provided same are not kept, bred or maintained for any commercial purpose and same do not become an annoyance or nuisance to the neighborhood.

4. No trailer, basement, tent, shack, garage, garage apartment, barn or other outbuildings erected upon the above described property shall, at any time, be used as a residence, temporarily, or permanently, nor shall any structure of a temporary character be used as a residence.

5. No business, trade or manufacturing shall ever be conducted, nor shall any noxious or offensive activity be carried on upon the above described property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No open or pit type toilets shall ever be constructed upon the above described property 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.

7. All owners of any portion of said tract shall keep all grass, weeds and brush cut so that property shall have a neat and attractive appearance.

8. Such tract shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish trash, garbage or other waste on such tract shall be kept only in sanitary container or containers. All incinerators or other equipment for the storage or disposal of such rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition.

9. Notwithstanding anything else to the contrary, grantees, their heirs and assigns, may erect a neat outbuilding for housing the animals mentioned in Item 3 above, upon the premises which shall be maintained in a good and sightly condition so as not to unsightly or unkept, provided further that no building shall be constructed nearer than 15 feet to any property line.

10. Each of the deeds conveying property out of the above described tract of land shall make exception of all the oil, gas and other minerals, in or under such property, together with the rights of prior owners in connection with such minerals.

11. Enforcement of these conditions and restrictions shall be by proceedings at law or equity for violation of any of said conditions and restrictions either to restrain violation or to recover damages. The invalidity of one or more of the provisions hereof shall not impair or prevent the enforceability of the remaining provisions.

EXECUTED this 3 day of August, 1979.

MANVELTEX, INC.

BY:

John E. L. L...
E. L. L. President

LEEDY ESTATES IV

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EXECUTED this 3 day of August, 1979.

MANVELTEX, INC.

BY: John E. [Signature]

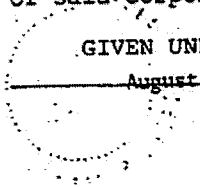
President

THE STATE OF TEXAS)

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared John E. Furnace, Executive, Vice President of Manveltex, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of August, 1979.


Mona Ferguson
Notary Public in and for

Brazoria County, Texas.

MONA FERGUSON

Notary Public in and for Brazoria County, Texas

My Commission Expires 9-30-81

82.327 acres of land, being a part of the Amos Pollard Survey, Abstract 354, Brazoria County, Texas, and being more particularly described as follows:

BEGINNING at a point marking the northwest corner of the herein described tract in the common line between the aforementioned Amos Pollard Survey and the Charles Prescott Survey, Abstract 354, Brazoria County, Texas, said point being located North 62 deg. 34 min. 19 sec. East - 1653.68 feet from an iron pipe marking the northwest corner of the aforementioned Amos Pollard Survey;

THENCE South 27 deg. 46 min. 16 sec. East a distance of 592.06 feet to a point for corner in the centerline of a 60.0 foot road;

THENCE South 77 deg. 29 min. 14 sec. West, along the centerline of said road, a distance of 279.0 feet to an angle point;

THENCE, continuing along the centerline of said road, South 65 deg. 11 min. 44 sec. West a distance of 438.64 feet to a point for corner;

THENCE South 27 deg. 45 min. 16 sec. East a distance of 2407.66 feet to a point for corner, being the southeast corner of Tract 21 of Leedy Estates, Section II, an unrecorded Subdivision;

THENCE North 62 deg. 14 min. 46 sec. East a distance of 1136.22 feet to a point for corner in the centerline of Chocolate Bayou;

THENCE up Chocolate Bayou with its meanders as follows:

- North 01 deg. 33 min. 20 sec. West - 253.88 feet;
- North 14 deg. 34 min. 19 sec. West - 27.927 feet;
- North 06 deg. 17 min. 28 sec. East - 51.073 feet;
- North 20 deg. 50 min. 45 sec. West - 70.178 feet;
- North 20 deg. 28 min. 32 sec. West - 77.162 feet;
- North 07 deg. 00 min. 51 sec. West - 71.939 feet;
- North 11 deg. 37 min. 14 sec. East - 35.842 feet;
- North 20 deg. 13 min. 15 sec. East - 203.009 feet;
- North 14 deg. 02 min. 27 sec. East - 85.769 feet;
- North 08 deg. 31 min. 33 sec. West - 133.184 feet;
- North 04 deg. 28 min. 50 sec. West - 133.789 feet;
- North 28 deg. 12 min. 51 sec. East - 109.004 feet;
- North 49 deg. 02 min. 27 sec. East - 67.125 feet;
- North 66 deg. 26 min. 46 sec. East - 133.066 feet;
- North 30 deg. 06 min. 33 sec. East - 20.615 feet;
- North 05 deg. 56 min. 45 sec. West - 293.40 feet;
- North 06 deg. 49 min. 37 sec. East - 87.132 feet;
- North 27 deg. 52 min. 36 sec. East - 101.808 feet;
- North 42 deg. 21 min. 36 sec. East - 80.556 feet;
- North 49 deg. 41 min. 45 sec. East - 80.399 feet;
- North 74 deg. 33 min. 43 sec. East - 100.563 feet;
- North 33 deg. 25 min. 27 sec. East - 123.47 feet;
- North 76 deg. 46 min. 23 sec. East - 90.87 feet;
- North 44 deg. 05 min. 06 sec. East - 64.15 feet;
- North 13 deg. 37 min. 06 sec. East - 119.12 feet;
- North 20 deg. 43 min. 20 sec. West - 75.93 feet;
- North 43 deg. 57 min. 54 sec. West - 146.8 feet to a point for corner in the

common line between the Amos Pollard Survey and the Charles Prescott Survey;

THENCE South 62 deg. 34 min. 19 sec. West a distance of 1092.49 feet to the PLACE OF BEGINNING and containing within this description 82.327 acres of land, SAME AND EXCEPT for 1.50 acres of land to be designated for park purposes and described as follows:

BEGINNING at a point marking the northwest corner of the herein described tract in the centerline of a 60.0 foot road, said point being located North 62 deg. 34 min. 19 sec. East - 1249.02 feet and South 27 deg. 46 min. 16 sec. East - 837.57 feet from a 2" iron pipe marking the northwest corner of the aforementioned Amos Pollard Survey;

THENCE North 62 deg. 13 min. 44 sec. East a distance of 357.58 feet to a point for corner in the Westerly line of a 2.00 acre tract identified as Tract 73;

THENCE South 27 deg. 46 min. 16 sec. East a distance of 182.73 feet to an iron rod for corner;

THENCE South 62 deg. 13 min. 44 sec. West a distance of 357.58 feet to a point for corner in the centerline of a 60.0 foot road;

THENCE North 27 deg. 46 min. 16 sec. West, along the centerline of said road, a distance of 182.73 feet to the PLACE OF BEGINNING and containing 1.50 acres of land.

FILED FOR RECORD

AT 2:17 O'CLOCK P.M.

AUG 21 1979

H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
By *[Signature]* DEPUTY

DEED

LEEDY ESTATES IV

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34200

AMENDMENT TO
RESTRICTIVE COVENANTS AND CONDITIONS

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA)

THAT MANVELTEX, INC., the owner in fee simple of that
certain tract or parcel of land described as follows:

82.327 acres of land, being a part of the Amos Pollard
Survey, Abstract 359, Brazoria County, Texas, SAVE AND
EXCEPT 1.50 acres of land, and being more particularly
described by metes and bounds on Property Exhibit
attached hereto and made a part hereof,

do hereby amend paragraph 2. of the restrictions covering the
above described property, which appear of record in Volume 1472,
Page 675 of the Deed Records of Brazoria County, Texas, to read
as follows, to-wit:

2. No dwelling shall be erected on any tract less than (.8)
acre in size and no dwelling shall be erected on any tract
containing less than 1500 square feet of living floor area,
exclusive of open porches, breezeways and attached garages,
and each residence is required to be put on a slab in compliance
with the 100-year flood plain.

Except as herein amended, such Restrictions shall remain in full force and effect.

EXECUTED this 9th day of November, 1979.

MANVELTEX, INC.

BY: John E. Blanton

President

Riley E. Blanton
RILEY E. BLANTON

Delma D. Blanton
DELMA D. BLANTON

THE STATE OF TEXAS
COUNTY OF Brazoria

BEFORE ME, the undersigned authority, on this day personally appeared John E. Blanton Vice President of Manveltex, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of November, 1979.

Barbara Hart Brazoria
Notary Public in and for
Brazoria County, Texas
My Commission Expires 8-28-81

