

6. If prior to discovery and production of oil, gas or other mineral on said land or on acreage pooled therewith, Lessee should drill a dry hole or hole thereon, or if after discovery and production of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within sixty (60) days thereafter or if it be within the primary term, commencing after the expiration of sixty days from date of completion of dry hole or cessation of production, if at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or royalty shall be due on said land, or on acreage pooled therewith, until the expiration of the primary term, oil, gas or other mineral is produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking

of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit, in the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining or similar circumstances, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instrument evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or his estate, or if there be none, then until Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the estate, and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant in the rental hereunder shall be apportionable as between the several leasehold owners ratable according to the surface area of each, and defendant hereunder shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty an agent to receive payment for all.

9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the acre retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of the acre retained hereunder and capable of producing gas or other mineral in paying quantities.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's right under the warranty in event of failure of title, it is agreed that if this lease covers a lease interest in the oil, gas, sulphur, or other minerals in all or any part of said land then the entire and undivided fee simple estate (whether Lessor's interest in the oil, gas, sulphur, or other minerals in all or any part of said land then rents, and other income covered by this lease, here to the credit of the estate, or if there be none, then the royalties, delay rentals, and other income covered by this lease, here to the credit of the estate, or if there be none, then the royalties, delay rentals, and other income covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas thereon by reason of seizure of title or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESS:
 X Ida Vaughn Long
 Ida Vaughn Long
 X Epsie Elizabeth Vaughn Hill
 Epsie Elizabeth Vaughn Hill
 X John E. Vaughn
 John E. Vaughn

STATE OF New York TEXAS SINGLE ACKNOWLEDGMENT
 COUNTY OF New York

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ida Vaughn Long, Epsie Elizabeth Vaughn Hill and John E. Vaughn

known to me to be the persons, whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 17 day of October, A. D. 1964.
 HARRY HORNSTEIN
 Notary Public, State of New York
 My Commission expires March 30, 1965

Subscribed and sworn to before me this 17 day of October, 1964, at New York County, New York

Filed for Record November 6, 1964 at 3:00 o'clock A. M.
 Recorded November 9, 1964 at 3:20 o'clock P. M.
 DICK CUNY, County Clerk, Waller County, Texas
 By Marilyn Starucha Deputy

10.53,083
 STATE OF TEXAS
 COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, E. A. KELLY, TRUSTEE, owner of that certain
 Subdivision known and described as ROLLING HILLS COLONY, Sec-

Section 1

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tion I, in Waller County, Texas, as shown by the plat of said Subdivision, recorded under County Clerk's File No. _____ in the records of the office of the County Clerk of Waller County Texas, do hereby create and establish the following restrictions, restrictive covenants and easements affecting the use and occupancy of the lots and tracts in said Subdivision:

PART ONE

- (1) These restrictions and restrictive covenants constitute a general plan for the improvement of all of the property in the Subdivision and for the maintenance and preservation of its uniform desirable character and are to run with the land and shall be binding on all parties until September 1, 1984, at which time all such restrictions shall be automatically extended for consecutive periods of five (5) years each, unless, by vote of the then owners of the majority of the lots in such Subdivision, it is agreed to alter, amend or rescind the same in whole or in part.
- (2) These restrictions shall be binding upon the owners of all lots in said subdivision and on all persons holding or claiming any right of possession or other interest therein, each of whom shall be obligated and bound to observe such restrictions and restrictive covenants; and in the event of violation of any of such restrictions with respect of any of such lots it shall be the legal right of any other person owning any interest in any property in the Subdivision to institute and maintain any proceeding at law or in equity against the person or persons violating or attempting to violate any of such restrictions; provided that no person or persons shall be liable in damages for any violation or breach of such restrictions, except in respect to violations or breaches committed during his or her ownership and control of said property. Failure to enforce any restriction herein contained shall not be deemed to be a waiver of the right to enforce such restriction at any time thereafter as to the same violation or breach or as to any other violation or breach occurring either prior or subsequent thereto.

PART TWO

- (3) All of the lots in said Subdivision are designated as residential lots and shall be used for residential purposes only as hereinafter more particularly provided, except Lots One (1) through Ten (10) and twenty-one (21) and twenty-two (22) in Block One (1) and Lots One (1) Two (2) and Three (3) in Block Nine (9) which are designated as business and commercial lots, and

Lots Eleven (11) through Twenty (20) in Block One (1) and Lots Four (4) Five (5) and Six (6) in Block Nine (9) which are designated as semi-commercial lots.

- (4) Commercial and business lots, being lots One (1) through Ten (10) in Block One (1) and Lots One (1) Two (2) and Three (3) in Block Nine (9) which are designated as business and commercial lots, may be used for any commercial or business purpose, including the maintenance and operation of offices, retail stores or local retail shop purposes, but shall not be used for heavy industry or for the conduct of any business which may be noxious or harmful by reason of the emission of odors, dust, smoke, gas fumes or unreasonable noise and vibration. Any such commercial and business lot may further be used for any purpose, permitted on a residential lot in said Subdivision. Any building or structure created on any commercial and business lot

shall conform to the requirements as to size and type of construction set out in the restrictions on residential lots except that galvanized iron or baked enamel iron buildings on rigid steel frames may be erected; but all of such buildings shall be subject to the control of the Architectural Control Committee as hereinafter set out.

- (5) Semi-commercial lots, being Lots Eleven (11) through twenty (20) in Block One (1) and Lots Four (4), Five (5) and Six (6) in Block Nine (9) may be used for the construction and operation of duplexes and apartment houses and may further be used for business and commercial purposes, provided that use of any such lots for business or commercial purposes shall be restricted to such use in connection with the business or commercial lot adjoining such lot on the North. Any building or structure erected on any semi-commercial lot shall conform to the requirements as to size and type of construction set out in the restrictions on business and commercial lots
- (6) Only one single family private dwelling unit or residence designed for the occupancy of one family and one appurtenant garage shall be erected on the front seventy (70) feet of any residential lot in said Subdivision. Such residence or dwelling unit shall contain not less than One Thousand (1,000) square feet of floor space; provided, however, that two hundred (200) square feet of such floor space may be in an open or screened porch, but not less than eight hundred (800) square feet of floor space shall be enclosed living area, exclusive of open or screened porches, breezeway or garage.
- (7) One single family, guest house containing not less than eight hundred (800) square feet of building area including open or screened porches or breezeways, may be constructed on the rear of any lot after the completion of construction of the main dwelling unit, but no part of such temporary dwelling unit or guest house shall be closer than one hundred (100) feet to the front property line.
- (8) Neither the main dwelling unit nor the guest house nor any other building on the premises shall be constructed of "boxed" or "sheet metal" construction and all improvements in the Subdivision shall be constructed in a substantial workmanlike manner to correspond with the character of the neighborhood. All exterior woodwork of all

houses and buildings in said Subdivision shall be painted with at least two coats of paint, varnish or stain immediately upon completion and before occupancy.

- (9) No residence or dwelling unit shall be constructed or permitted on any residential lot containing less than Six Thousand (6,000) square feet of surface or in violation of the terms of the written dedication of the plat of the Subdivision.
- (10) No old or existing house or structure or automobile trailer house shall be moved or placed on any lot in the Subdivision.
- (11) All improvements placed on any lot in the Subdivision shall be erected and used so as to front upon the street that such lot faces, except that on any corner lot the garage and guest house may be erected and used facing on the side street. A corner lot shall be deemed to front on the street on which it has the narrower frontage.
- (12) No tent, shack, barn or shed used or intended to be used for the purpose of human habitation shall be erected, placed or permitted to remain on any lot in said Subdivision.
- (13) All lavatories, toilets and bath facilities shall be built indoors and connected with adequate septic tanks constructed to comply with the specifications of State

and local health authorities and no "outside" or "surface" toilets shall be permitted under any circumstances. Each septic tank shall serve not more than one residence and guest house located on the same lot. No part of the drain field for any septic tank on any lot in Block Two (2) shall extend within sixty (60) feet of the lot property line abutting on the lake and the septic tank drain field on such lots shall be so constructed and maintained to prevent any drainage therefrom into the lake.

- (14) No building or structure of any kind shall be erected or placed on any lot in this Subdivision until the building plans, specifications and plot plan showing the location of said improvements have been submitted to and approved in writing by the Architectural Control Committee for the Subdivision.
- (15) The original Architectural Control Committee will be composed of E. A. KELLY, C. C. McMILLIAN and BRITTON P. LAUGHTER, JR. Action of any two members of the Committee shall constitute the action of the Committee. Each of the original members may by instrument in writing designate an alternate member to serve in his place on said Committee either permanently or for a limited time. In case of the death, absence or inability to act of any member or members of the Committee, the remaining member or members of the Committee present and acting may designate and appoint in writing an alternate member or members to act until the regular member or members return to active participation. Any plans and specifications passed upon by one or more alternate members of such Committee shall have attached thereto a signed copy of the instrument appointing such alternate member. The Committee so constituted may, at any time, delegate and transfer all of the powers and privileges herein given to an Architectural Control Committee composed of owners of lots in the Subdivision duly selected

ted by democratic process by all of such lot owners.

- (16) The Architectural Control Committee shall have the right and duty to examine and consider all such building plans, specifications, and plot plans to assure compliance with the minimum provisions herein set out and shall approve or disapprove the same within fifteen (15) days following their submission. Approval or disapproval of the plans and specifications by the Architectural Control Committee shall be prima facie evidence of the sufficiency or insufficiency thereof. No member of the Committee shall be liable for damages to any person or under conditions for any action taken in approving or disapproving any such plans and specifications.
- (17) No bill boards, sign boards or unsightly objects of any kind shall be installed or maintained on any residential lot of such Subdivision, except that suitable signs for the sale of lots or residences, may be placed upon the site that is for sale.
- (18) No residential lot shall be used for the purpose of raising hogs, goats, sheep, rabbits or other animals for commercial purposes, or as a place for keeping horses, mules, cattle or other animals provided that the occupant of each residence may keep domestic animals for his own use and pleasure, including not more than one milk cow and one horse or mule. No commercial dog kennel shall be maintained in the Subdivision.
- (19) No public nuisance or offensive, noisy or illegal trade or calling or act shall be done, suffered or permitted in any portion of the Subdivision.
- (20) The use or discharge of pistols, rifles, shotguns, or other fire arms is expressly prohibited on any part of the property.
- (21) All buildings in the Subdivision shall conform to the building setback lines as shown on the recorded plat and dedication of the Subdivision, and no residence or dwelling shall be constructed closer than five (5) feet

to the side property line of any residential lot on which it is located.

- (22) No building, structure, or any part thereof, shall be constructed or permitted to extend over or encroach upon any street or utility easement as shown by the plat of this subdivision.
- (23) All grants, sales, and conveyances of lots shall be subject to the street and utility easements as shown by the plat of said Subdivision and shall be further subject to these restrictions.
- (24) All of the lots in Block Two (2) and Lot Twenty-seven (27) in Block One (1) Section One (1) abut upon a private lake for the use of all of the owners of property in ROLLING HILLS COLONY and in the event the actual water level in said lake at any time does not reach the property line of any of the lots in Block Two (2) or of Lot Twenty-seven (27) in Block One (1) the owner or owners of each such lot shall have an exclusive easement on, over and across any such land between the lot property line and the water's edge and shall have the right to exclude any person therefrom, provided that such right and easement shall not permit or include the con-

struction or establishment of any form of obstruction to the free, uninterrupted flow of water in the lake adjacent to such property or limit in any way the privilege of any person rightfully using such lake to make use of the waters adjacent to and abutting on any such lot.

- (25) Each owner of a lot in Block One (1) shall have the right to construct and maintain a boat dock or fishing pier extending into the lake abutting such lot for a distance not greater than twenty-five (25) feet from the lot property line; provided that at any point on the lake frontage where the width of the lake measured at right angles to the property line is less than one-hundred (100) feet, such boat dock or fishing pier shall not extend for a distance greater than one-fourth (1/4) of the width of the lake at such point.
- (26) Each owner or occupant of any lot in ROLLING HILLS COLONY shall take notice that in the event of heavy rain, the water level of the lake will rise above the level of the spillway on the dam and no such owner or occupant shall have any claim or right of action for damages caused by the temporary inundation of any part of such property by a rise in the level of the lake resulting from such heavy rain.
- (27) The purpose of the foregoing restrictions is to maintain a high standard of living conditions in the Subdivision, and thereby make it a desirable residential section; and in order to accomplish this purpose and objective, it shall be the right and privilege of any owner of property in the Subdivision to enforce such restrictions in any manner provided by law. In the event of a violation or attempted violation of any of such restrictions by any purchaser, the seller shall not be in any way responsible, either financially or otherwise, but will use reasonable efforts, personally or through sales representatives, to adjust any such violations.

EXECUTED at Houston, Texas this 4th day of November, 1964.

1964.


E. A. KELLY, TRUSTEE

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared: E. A. KELLY, TRUSTEE, known to me to be the person whose name is subscribed to the above and 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 the 4th day of November, 1964.

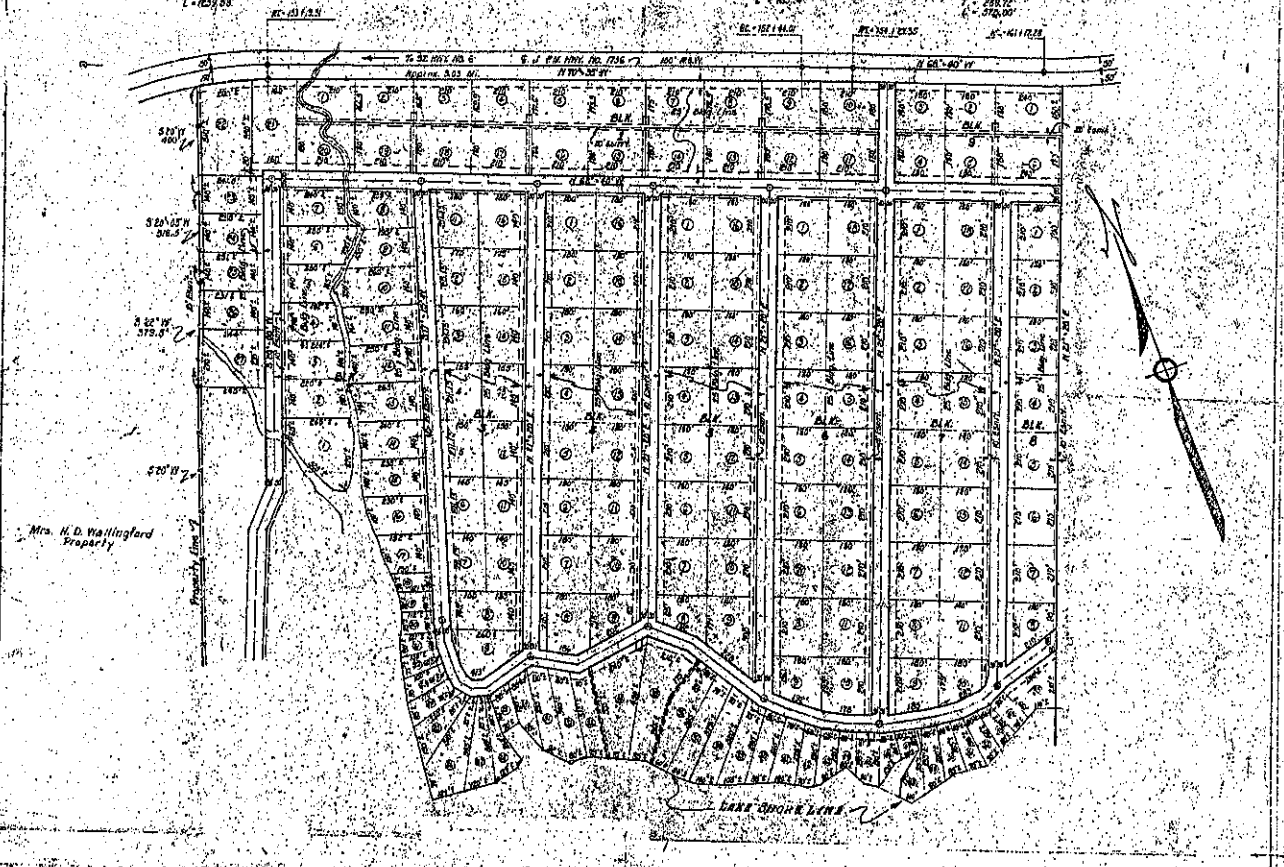
J. B. Clark
Notary Public in and for
Harris County, T E X A S

Filed for Record November 6
Recorded November 9

A. D., 1964 at 9:00 o'clock A. M.
A. D., 1964 at 3:50 o'clock P. M.

DICK CUNY, County Clerk, Waller County, Texas . .
By Marilyn Stanska Deputy . . .

Plat Record B-84



STATE OF TEXAS
COUNTY OF WALLER

I, E. A. KELLY, TRUSTEE, owner of the property subdivided in the above and foregoing map of ROLLING HILLS COLONY, Section One (1), do hereby make subdivision of said property according to the lines, streets, lots, parks, building lines and easements thereon shown, and designate said subdivision as ROLLING HILLS COLONY, Section One (1) in the S. S. Harvis Survey, Abstract 936, in Waller County, Texas, and dedicate to public use the streets, parks and easements shown thereon forever; and I do hereby waive any claims for damages consequent by the establishing of grades as approved for dedicated streets or consequent by the alteration of the surface of any portion of such streets to conform to such grades; and I do hereby bind myself, my executors, and assigns to warrant and forever defend the title to the land so dedicated.

I, E. A. KELLY, TRUSTEE, certify that I have complied with, or will comply with, the Waller County regulations adopted by the Commissioners Court of Waller County, Texas, governing the construction of subdivision streets and roads. There is also dedicated for public utility purposes an unobstructed aerial easement five (5) feet wide from a plate twenty (20) feet above the ground upward located adjacent to all easements shown hereon.

Further I do hereby dedicate to the public a strip of land fifteen (15) feet wide on each side of the center line of any and all gullies, ravines, draws or other natural drainage courses located in said subdivision an easement for drainage purposes, giving to Waller County and/or any other public agency the right to enter upon said easement at any and all times for the purpose of construction and/or maintaining drainage work and/or structures.

Further all of the property in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title of the property, and shall be enforceable by Waller County or any citizen thereof or by any property owner in said subdivision as follows:

1. The drainage of septic tanks into roads, streets, public ditches or other drainage courses, directly or indirectly, is strictly prohibited.
 2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water. Culverts or bridges must be used for driveways and walkways.
- I, RICHARD B. DUFFY, owner and holder of a lien upon said property, do hereby ratify and confirm said subdivision and dedication and do hereby subordinate such lien to said subdivision and dedication.

EXECUTED this 27 day of October, 1964.

[Signature]
E. A. KELLY, TRUSTEE

[Signature]
RICHARD B. DUFFY

STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared E. A. KELLY, 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 27 day of October, 1964.

[Signature]
NOTARY PUBLIC IN AND FOR WALLER COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD B. DUFFY, 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 27 day of October, 1964.

[Signature]
NOTARY PUBLIC IN AND FOR WALLER COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WALLER

This is to certify that J. V. G. BROWN, a registered public surveyor of the State of Texas has plotted the above subdivision from an actual survey on the ground and that all block corners, angle points and points of curve are properly marked with iron rods and that this plat carefully represents such survey made by me.

[Signature]
J. V. G. BROWN
REGISTERED PUBLIC SURVEYOR, No. 62

APPROVED by the Commissioners Court of Waller County, Texas, this 30th day of Oct. 1964.

[Signature] *[Signature]* *[Signature]*
COUNTY CLERK COUNTY CLERK COUNTY CLERK

STATE OF TEXAS
COUNTY OF WALLER

I, _____, Clerk of the County Court of Waller County, Texas, do hereby certify that the foregoing instrument with its certificate of acknowledgment was filed for publication in my office on _____ 1964 at _____ o'clock _____, and duly recorded on _____ 1964 in Volume _____ Page _____ of the _____ Records of Waller County, Texas.

WITNESSES my hand and seal of office this _____ day of _____ 1964.

[Signature]
Clerk, County Court
Waller County, Texas

ROLLING HILLS COLONY
SUBDIVISION
SECTION 1