

AKW/pf/CRSIMPE/05-16-91

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RESTRICTIONS
CAPE ROYALE SUBDIVISION
IMPERIAL ESTATES SECTION II

Joyce Blaine
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF SAN JACINTO §

WHEREAS, MITCHELL/SOUTHWEST, a Delaware corporation (referred to herein as "Developer"), with offices and principal place of business in The Woodlands, Montgomery County, Texas acting herein by and through its duly authorized officers, is the owner of all that certain real property situated in San Jacinto County, Texas, known as CAPE ROYALE SUBDIVISION, IMPERIAL ESTATES, SECTION II (being sometimes referred to herein as "the Subdivision"), according to the map of said Cape Royale Subdivision, Imperial Estates, Section II, recorded in Volume 126, Page 800 of the Deed Records of San Jacinto County, Texas, to which map and the record thereof reference is here made for a full and particular description of said real property.

Developer desires to create and carry out a uniform plan for improvement, development and sale of all of the lots in the Subdivision for the benefit of the present and future owners of said lots, and for the protection of property values in the Subdivision; and, to that purpose Developer hereby adopts, establishes and imposes the following declarations, reservations, protective covenants, limitations, conditions and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the Subdivision; and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

SUBDIVISION RESTRICTIONS

1. Use. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, and all lots in the Subdivision shall be known as residential lots. No commercial activity shall be permitted on any residential lot, nor shall any commercial activity be engaged in from any such residential lot, except that a lot owner may from time to time rent his home to another for residential purposes.

2. Lot area. No lot may be resubdivided; provided however, that individual lots may be divided between abutting owners and thereafter each owner's resulting oversize tract shall be considered as one lot. Nothing herein contained shall prohibit the construction of a single residence on two (2) lots, in which case both such lots shall be considered as one lot for building purposes. Irrespective of the foregoing provisions of this Paragraph 2, the maintenance fund assessment hereinafter set forth shall be and remain applicable to all lots as originally platted.

3. Architectural Control Committee. An Architectural Control Committee ("Committee") shall be appointed, from time to time, by Developer, whose purpose it shall be to review plans, to insure for all owners harmony of location, and harmony of external and structural design and quality with existing structures. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder. Until such time as the Committee has been constituted and appointed, Developer, or its nominee or representative, shall carry out all functions of the Committee relating to these restrictions. After Developer has conveyed title by general warranty deed to 75% of the lots in all sections of Cape Royale, or sooner at the sole election of Developer, the members of the Committee shall be selected by the Cape Royale Property Owners' Association ("Association").

4. Structures.

(a) No residence shall be constructed or permitted to remain on any residential lot in the Subdivision unless each such residence shall have a minimum of 1800 square feet of living area.

(b) No improvements shall be placed on any lot until the building plans, specifications and plot plans showing the location of such improvements on the lot, have been approved in writing by the Committee. Likewise, the alteration of any existing improvements which materially affects or changes the exterior design thereof, may not be made until the plans for such alterations have been approved in writing by the Committee. In the event the Committee disapproves of any such plans, specifications and/or plot plans, notice of such disapproval shall be delivered in person or by registered or certified letter addressed to the party submitting the same at an address which must be supplied with the submission. In passing upon all of such plans, specifications and/or plot plans, the Committee may take into consideration, among other things, the suitability of any such proposed building or structure or the alteration thereof and the materials of which it is to be constructed to the lot or plot upon which it is to be constructed, and the affect thereof upon adjacent neighboring or other lots or plots. Any such notice shall set forth the elements disapproved and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Committee in this respect in the exercise of its sole and absolute discretion shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications and/or plot plans within thirty (30) days after the same have been received by the Committee, the same will be deemed to have been approved. These requirements for approval

by the Committee as herein set out cover not only the residences to be constructed in the Subdivision, but all piers and other structures built in the water as well as on the land, and also apply to any retaining walls and any significant moving of soil in or out of the water.

(c) All structures which extend into the water shall meet the following requirements:

(1) Such structures shall not extend into the water more than twenty-five (25) feet.

(2) No part of such structures shall be closer to any projected side property line than ten (10) feet.

(3) No such structures shall extend more than twenty-five (25) feet parallel to the water's edge.

(4) Notwithstanding the foregoing an exception may be made by the Committee in cases where such an exception is necessary because of shallow water or other unusual circumstances, approval of such exception to be given in writing to the owner of the lot affected.

(d) No residence may be occupied in the Subdivision until such time as electricity and central water and sanitary sewers are available to serve the lot on which such residence is to be constructed.

(e) No part of any building shall be located nearer than twenty-five (25) feet to the front property line. No part of any building shall be located nearer than five (5) feet to any interior lot line, except that in the event of common ownership of more than one (1) lot and the construction of one (1) building on more than one (1) lot, the combined area owned shall be considered as one (1) lot for this purpose. The building set-back lines may be relaxed by decision of the Committee, if the above described distances are not feasible, considering the terrain and/or dimensions of the lot.

(f) No structure shall be occupied or used for residential or storage purposes (other than for the storage of building materials to be used in the construction and completion thereof) until the exterior thereof shall have been fully completed in accordance with the approved plans and specifications.

(g) Each residence, once commenced, must be "dried in" within six (6) months from the date of commencement thereof. By the term "dried in" is meant that the exterior must have the appearance of being a complete house, including all necessary windows, doors, roof, paint and trim. If any such residence is not "dried in" within six (6) months after the date on which such residence is commenced, the owner of same hereby gives the Committee or its representative or agent the right and authority to enter upon the property upon which such structure is situated, and to disassemble such structure and store the building materials on the premises or elsewhere at the discretion of the Committee. The owner or occupant of any such lot agrees, by the purchase or occupancy thereof, that the Committee shall not be liable in trespass or otherwise in entering upon said lot and disassembling any such structure.

(h) No trailer, mobile home, tent, shack, camper, garage, barn or other outbuilding or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent, nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot except during construction of permanent structures.

(i) No fence, wall or hedge having a height of more than three (3) feet shall be located nearer any front lot line than thirty (30) feet, or nearer any side lot line than twenty-five (25) feet. Any fence in front of a residence must be 90% open and be decorative. No fence or wall having a height greater than six (6) feet shall be constructed or permitted to remain in the Subdivision.

(j) Notwithstanding anything contained herein to the contrary, the Committee shall have the power and the authority, to be exercised in its sole discretion, to authorize variances and exceptions from the terms and provisions of any of the restrictive covenants and requirements set forth in this Paragraph 4 as to any one or more lots. The rights, powers and duties reserved to Developer in this instrument and by Paragraph 3 and 4 shall remain in force and effect so long as the covenants and restrictions set forth herein shall be and remain in force and effect. The terms and provisions of this Paragraph 3 may be enforced in the same manner as the terms and provisions hereof are enforced pursuant to Paragraph 25 hereof.

(k) All lots shall have a concrete driveway that extends from the road right-of-way to the residence.

5. Signs. No "For Sale" sign or "For Rent" sign or any other advertising structures may be displayed in the Subdivision without the approval of the Committee.

6. Nuisances. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood.

7. Firearms. The use or discharge of firearms in the Subdivision is expressly prohibited.

8. Garbage and Trash Disposal. No lot shall be used or maintained as a dumping ground for garbage. Trash, garbage or other rubbish shall be kept only in sightly, sanitary containers. Each lot owner shall be responsible for disposing of all of its trash, garbage and rubbish.

9. Unsightly Storage. If open carports are used, no unsightly storage and/or unsightly vehicles shall be permitted therein.

10. Camping. No camping shall be permitted in the Subdivision at any time.

11. Animals. No horses, cows, poultry, or livestock of any kind (other than house pets) may be kept on any lot in the Subdivision.

12. Off-street Parking. Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-street parking for all vehicles and/or boat.

13. Weeds. The owner of each lot shall keep the same clean and free of weeds such as will be in keeping with the other property within Cape Royale Subdivision at any particular time. Upon failure to do this, Developer or the Association may have the lot cleaned and the cost or expense thereof shall be payable on demand by the owner to Developer or the Association, as the case may be.

14. Sewerage and Water. No building or structure shall be occupied as a residence unless all plumbing fixtures, dishwashers and toilets are connected to the established sewerage system in the Subdivision. Each lot owner in the Subdivision covenants and agrees to pay the initial connection charge to connect his resi-

dence to, the water system and to the sewage disposal system, and monthly service charge imposed by the municipal utility district or other governmental authority providing water and sewer service in the Subdivision.

15. Underground Electric Connection Charge. Each lot owner in the Subdivision covenants and agrees to pay the connection charge imposed by the electric utility company for extension of underground electric service from the transformers or secondary pedestals to the residence.

16. Utility Easements. An easement is expressly reserved in, on, over, under and through those portions of the lots as shown on the Subdivision plat for the purpose of installing, repairing and maintaining electric power, water, sewerage, gas, telephone and similar utility facilities and services. There is also reserved and dedicated hereby for the use of the Developer and any public or private utility company an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to and above all dedicated utility easements as shown and/or reserved on the map or plat of the Subdivision. The easements reserved and dedicated under the terms and provisions hereof and under the terms and provisions of the Subdivision plat shall be for the general benefit of the Subdivision as herein defined and any other land owned or acquired by Developer in the vicinity thereof, and shall also inure to the benefit and may be used by any public or private utility company entering into and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights to such utility companies. Fences, walls and shrubbery hedges shall be permitted on any such easements except those easements being used for underground electric and/or telephone systems, provided: (i) that such fences, walls and hedges do not interfere in any way with the use of such easements by any public or private utilities then utilizing or thereafter designed to utilize the same, (ii) that the right of the owners of such fences, walls and hedges shall at all times be and remain subordinate and inferior in every way to the right of public and private utilities; and (iii) that such public or private utilities at any time may, without liability of any kind to the owner or owners thereof, remove any such fence, wall or hedge where the removal of the same is incidental to or necessary for the performance of public or private utility operations. No buildings or structures of any character may be erected or allowed to remain on any utility easement.

17. Utility Lines and Facilities. Each owner of a lot within the Subdivision shall be responsible for maintaining his lot in such a manner as to prevent damage to public or private utility lines or facilities located in, on, or under his lot. Such maintenance shall include, but not by way of limitation, bulkheading. In the event of a violation or breach of this covenant herein contained which violation or breach continues after fifteen (15) days written notice to the owner of any lot involved setting forth the nature of such violation or breach and the specific action to be taken to remedy such violation or breach, the Developer, its successors or assigns, the Association and/or any municipal utility district owning, operating or maintaining such utility lines or facilities, and their agents, shall have the right at reasonable times to enter upon the land on which such violation or breach exists and to take the actions specified in the notice to the owner to remedy, abate and remove, at the expense of the owner thereof, such conditions as may be reasonably necessary to protect the public or private utility lines; and the said party shall not thereby be deemed guilty in any manner of trespass for such entry, abatement or removal. The cost of such remedy or abatement shall be paid to the Developer, the Association or the municipal utility district incurring the expense upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the lot affected in the same manner as a lien securing the maintenance charge; provided, however, that any such lien shall be subordinate and

inferior' to any voluntary lien, including any renewal and/or extension thereof, created on any lot or lots in the Subdivision by an owner thereof for the purpose of obtaining a construction or permanent loan or both such loans for the purpose of improving such lot or lots. The rights and remedies provided for in this Paragraph are in addition to, and not in lieu of, all other rights and remedies to enforce the Restrictions available at law or in equity.

18. Association Membership. All purchasers of a lot or lots in the Subdivision must be members of the Association.

19. Park and Recreational Areas. All property owners, members of their families and their guests, shall have the right of ingress and egress to the lake through the park areas as shown on the plat of the Subdivision. Such right shall extend to and include the owners of lots within the Subdivision as well as all other sections of Cape Royale Subdivision developed by the Developer from lands contiguous to or in the vicinity of the said Subdivision. All parks, lakes and beach improvements shall be available for use by such property owners, their families and guests at their own risk. When 75% of the lots in all sections of Cape Royale Subdivision have been sold and title to these lots conveyed by general warranty deed, or sooner, at the election of the Developer, Developer may transfer title to all park and other community areas to the Association or other civic organization active in the area, after which the operation of and maintenance and payment of taxes on such park and other community area shall be the responsibility of such transferee. Nothing herein contained shall be construed as dedicating the Reserves shown on the plat of the Subdivision to the public or to anyone else for park purposes, and Developer hereby declares that such reserves have not been dedicated for use as park areas.

20. Easements in Favor of the Trinity River Authority of Texas. The property included in the Subdivision is subject to certain easements in favor of The Trinity River Authority of Texas (referred to herein as "Authority"), and the use of the land area contained in said easements is further subject to the approval by Authority as set out in that certain conveyance from Mitchell & Mitchell Land Development Co. to The Trinity River Authority of Texas dated January 10, 1968, recorded in Volume 107, Page 506, of the Deed Records of San Jacinto County, Texas, to which instrument and the record thereof reference is hereby made for all purposes. No improvements, including but not limited to docks and decks may be placed in said easement without the approval of the Authority and the Committee.

21. Oil, Gas and Mineral Development. No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon any residential lot in the Subdivision, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted on any lot at any time while these restrictions remain in full force and effect. No derricks or other structure designed for use in boring or drilling for oil or gas shall be erected, maintained or permitted on any residential lot in the Subdivision at any time while these restrictions remain in force and effect.

22. Drainage Structures. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

23. Cutting of Trees. No growing trees 6" or more in diameter measured at a point 12" from the ground may be cut from any lot without the prior written approval of the Committee, except only for such trees as may be removed where necessary to the construction of improvements on the lot.

24. Maintenance Fund. Each lot in the Subdivision, from and after the sale thereof by Owner, is hereby subjected to an annual maintenance charge of \$218.00 per year per lot, for the purpose of creating a fund to be known as the "Cape Royale Maintenance Fund",

to be paid by the purchaser of each such lot in conjunction with a per lot charge to be paid by the purchasers of other lots in the Subdivision, the same to be secured by an assessment lien upon said lots. Said maintenance charge is to be paid annually in advance as directed by the Association. The annual maintenance charge may be increased from time to time by the Board of Directors of the Association, in its sole discretion, by a percentage increase equal to the percentage increase in the Consumer Price Index - All Items, 1967 equals 100 (as defined by the U. S. Department of Labor, Bureau of Labor Statistics) for the year preceding the year for which the assessment is being made; should the U. S. Department of Labor, Bureau of Labor Statistics cease to publish the Consumer Price Index - All Items, the Board of Directors of the Association shall select such other indices which in its judgment reflect the then broad range of economic factors represented in the said Consumer Price Index - All Items. Funds arising from such charge may be applied, so far as sufficient, toward the payment of maintenance or improvement expenses incurred for any or all of the following purposes: lighting, streets, sidewalks, paths, parks, parkways, esplanades, areas between curbs and sidewalks, swimming pools, clubhouse facilities, ramps, boat landings, boat basins, and other similar recreational facilities, collecting and disposing of garbage, ashes, rubbish, and the like, employing policemen and watchmen, providing fire protection, caring for vacant lots, collecting of maintenance charges, enforcement of restrictions, and doing any other things necessary or desirable in the opinion of the Board of Directors of the Association to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the Subdivision, it being understood that the judgment of the Association in the expenditure of said fund shall be final so long as such judgment is exercised in good faith. Any and all liens securing said annual maintenance charge are hereby declared to be expressly subordinate and inferior to any voluntary lien, including any renewal and/or extension thereof, created on any lot or lots in the Subdivision by an owner thereof to secure the payment of monies advanced or to be advanced on account of the purchase price and/or for the purpose of obtaining a construction or permanent loan or both such loans for the purpose of improving such lot or lots. Said subordination of liens shall continue and be in full force and effect for so long as such purchase money, construction or permanent loan is outstanding.

25. Covenants Running with the Land. All of the restrictions, covenants and conditions herein provided for and adopted shall apply to each and every lot in the Subdivision, and shall be covenants running with the land. Developer, their successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided for herein, and in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either prohibitive or mandatory. The owner of any lot or lots in the Subdivision affected shall likewise have the right either to prevent a breach of any such restrictions or covenants or to enforce the performance thereof.

26. Partial Invalidity. Invalidation of any of these covenants, restrictions or conditions by court judgment or otherwise, shall not affect, in any way, the validity of any of the other covenants, restrictions or conditions, all of which shall remain in full force and effect. Acquiescence in any violation, shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

27. Duration of Restrictions.

(a) The restrictions, covenants and conditions herein provided for and adopted shall remain in full force and effect until December 31, 2011, subject to modification or amendment as hereinafter provided.

DRAINAGE EASEMENT

THE STATE OF TEXAS
COUNTY OF SAN JACINTO

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KNOW ALL MEN BY THESE PRESENTS:

THAT, MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST, a Delaware corporation ("Grantor"), for and in consideration of the sum of One Dollar (\$1.00) in hand paid by CAPE ROYALE UTILITY DISTRICT ("Grantee"), the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, its successors and assigns, the non-exclusive right, liberty and authority to construct, operate and maintain a drainage canal upon the following described tract of land, to-wit:

A 10 foot strip of land lying within 5 feet of each side of the lot line common to Lot 11 and Lot 12, Block 6, Cape Royale Subdivision, Imperial Estates Section, according to the plat thereof, recorded under File No. 2893 of the Deed Records of San Jacinto County, Texas.

This grant and conveyance is made subject to the condition that this easement shall terminate, and all rights, title and interest granted shall revert to and vest in Grantor, its successors or assigns, upon the occurrence of any of the following:

- (1) Non-use by Grantee or its successors or assigns of said easement for drainage purposes for a period of eighteen (18) consecutive months, or
- (2) Grantor or its successors or assigns shall file for record in the Office of the County Clerk of San Jacinto County, Texas, subdivision plats of the lands to be served or drained by the easement herein granted, providing for adequate drainage of surface water from such lands, or
- (3) Grantor or its successors or assigns shall grant substantially the same drainage easement to another governmental or public authority having power or authority to provide for drainage of surface water from the lands to be served by the easement herein granted.

Grantee herein, acting by and through its agents or employees, shall have the right to enter upon the easement herein granted at all reasonable times for the purpose of constructing, digging, operating and maintaining said drainage canal across, on and under the property described above, and to use said drainage

Return inside

canal for the purposes for which a drainage canal is ordinarily and customarily used, and to do any and all things necessary, useful, convenient or incidental to or in connection therewith, including the right of constructing, operating, maintaining and repairing said canal. All operations by Grantee or its successors or assigns within said easement shall be completed as soon as reasonably practicable after commencement thereof, and Grantee or its successors or assigns shall promptly restore the surface of the property to its original condition at the time of the commencement of such operations.

TO HAVE AND TO HOLD the aforesaid easement unto Grantee, its successors or assigns.

EXECUTED this 25th day of May, 1984.

MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST

By: Edward Dreiss
Name: EDWARD DREISS
Title: SR VICE PRESIDENT

mbs

STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me on May 25, 1984, by Edward Dreiss, SR VICE PRESIDENT of Mitchell Development Corporation of the Southwest, a Delaware corporation, on behalf of said corporation.



Kathleen Davidson
Notary Public
State of Texas
My Commission Expires: 10-11-87

KATHLEEN DAVIDSON
Notary Public in and for State of Texas
My Commission Expires 10/11/87

Grantee's Mailing Address

Cape Royale Utility District
Rt. #1, Box 315
Coldepring, Texas 77331

RETURN TO: ✓
Mitchell Development Corporation of the Southwest
P.O. Box 4000
The Woodlands, Texas 77380
Attention: Monis Smith

FILED FOR
RECORD

1984 JUN 20 AM 9:14

Lois Cooksey
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN JACINTO

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED. In the Official Public Records of San Jacinto County, Texas on

JUN 20 1984



Lois Cooksey
LOIS COOKSEY
COUNTY CLERK,
SAN JACINTO COUNTY, TEXAS

DRAINAGE EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF SAN JACINTO §

THAT, MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST, a Delaware corporation ("Grantor"), for and in consideration of the sum of One Dollar (\$1.00) in hand paid by CAPE ROYALE UTILITY DISTRICT ("Grantee"), the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, its successors and assigns, the non-exclusive right, liberty and authority to construct, operate and maintain a drainage canal upon the following described tract of land, to-wit:

A 10 foot strip of land lying within 5 feet of each side of the lot line common to Lot 21 and Lot 22, Block 4, Cape Royale Subdivision, Imperial Estates Section, according to the plat thereof, recorded under File No. 2893 of the Deed Records of San Jacinto County, Texas.

This grant and conveyance is made subject to the condition that this easement shall terminate, and all rights, title and interest granted shall revert to and vest in Grantor, its successors or assigns, upon the occurrence of any of the following:

- (1) Non-use by Grantee or its successors or assigns of said easement for drainage purposes for a period of eighteen (18) consecutive months, or
- (2) Grantor or its successors or assigns shall file for record in the Office of the County Clerk of San Jacinto County, Texas, subdivision plats of the lands to be served or drained by the easement herein granted, providing for adequate drainage of surface water from such lands, or
- (3) Grantor or its successors or assigns shall grant substantially the same drainage easement to another governmental or public authority having power or authority to provide for drainage of surface water from the lands to be served by the easement herein granted.

Grantee herein, acting by and through its agents or employees, shall have the right to enter upon the easement herein granted at all reasonable times for the purpose of constructing, digging, operating and maintaining said drainage canal across, on and under the property described above, and to use said drainage

canal for the purposes for which a drainage canal is ordinarily and customarily used, and to do any and all things necessary, useful, convenient or incidental to or in connection therewith, including the right of constructing, operating, maintaining and repairing said canal. All operations by Grantee or its successors or assigns within said easement shall be completed as soon as reasonably practicable after commencement thereof, and Grantee or its successors or assigns shall promptly restore the surface of the property to its original condition at the time of the commencement of such operations.

TO HAVE AND TO HOLD the aforesaid easement unto Grantee, its successors or assigns.

EXECUTED this 25 day of May, 1984.

MITCHELL DEVELOPMENT CORPORATION
OF THE SOUTHWEST

By: [Signature]
Name: EDWARD DREISS
Title: SR VICE PRESIDENT

mka

STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me on May 25, 1984, by EDWARD DREISS, SR VICE PRESIDENT of Mitchell Development Corporation of the Southwest, a Delaware corporation, on behalf of said corporation.



[Signature]
Notary Public
State of Texas
My Commission Expires: 10-11-87

KATHLEEN DAVIDSON
Notary Public in and for State of Texas
My Commission Expires 10/11/87

Grantee's Mailing Address

Cape Royale Utility District
Rt. #1, Box 315
Coldspring, Texas 77331

RETURN TO ✓
Mitchell Development Corporation of the Southwest
P.O. Box 4000
The Woodlands, Texas 77380
Attention: Monis Smith

STATE OF TEXAS
COUNTY OF SAN JACINTO

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of San Jacinto County, Texas on

JUN 20 1984



[Signature]
LOIS COONEY
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

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[Signature]
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

3375
DRAINAGE EASEMENT

VOL 249 PAGE 300

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF SAN JACINTO §

THAT, MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST, a Delaware corporation ("Grantor"), for and in consideration of the sum of One Dollar (\$1.00) in hand paid by CAPE ROYALE UTILITY DISTRICT ("Grantee"), the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, its successors and assigns, the non-exclusive right, liberty and authority to construct, operate and maintain a drainage canal upon the following described tract of land, to-wit:

A 10 foot strip of land lying within 5 feet of each side of the lot line common to Lot 72 and Lot 73, Block 4, Cape Royale Subdivision, Imperial Estates Section, according to the plat thereof, recorded under File No. 2893 of the Deed Records of San Jacinto County, Texas.

This grant and conveyance is made subject to the condition that this easement shall terminate, and all rights, title and interest granted shall revert to and vest in Grantor, its successors or assigns, upon the occurrence of any of the following:

- (1) Non-use by Grantee or its successors or assigns of said easement for drainage purposes for a period of eighteen (18) consecutive months, or
- (2) Grantor or its successors or assigns shall file for record in the Office of the County Clerk of San Jacinto County, Texas, subdivision plats of the lands to be served or drained by the easement herein granted, providing for adequate drainage of surface water from such lands, or
- (3) Grantor or its successors or assigns shall grant substantially the same drainage easement to another governmental or public authority having power or authority to provide for drainage of surface water from the lands to be served by the easement herein granted.

Grantee herein, acting by and through its agents or employees, shall have the right to enter upon the easement herein granted at all reasonable times for the purpose of constructing, digging, operating and maintaining said drainage canal across, on and under the property described above, and to use said drainage

canal for the purposes for which a drainage canal is ordinarily and customarily used, and to do any and all things necessary, useful, convenient or incidental to or in connection therewith, including the right of constructing, operating, maintaining and repairing said canal. All operations by Grantee or its successors or assigns within said easement shall be completed as soon as reasonably practicable after commencement thereof, and Grantee or its successors or assigns shall promptly restore the surface of the property to its original condition at the time of the commencement of such operations.

TO HAVE AND TO HOLD the aforesaid easement unto Grantee, its successors or assigns.

EXECUTED this 25 day of May, 1984.

MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST

By: [Signature]
Name: EDWARD DREISS
Title: SR Vice President mka

STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me on May 25, 1984, by EDWARD DREISS, SR Vice President of Mitchell Development Corporation of the Southwest, a Delaware corporation, on behalf of said corporation.



[Signature]
Notary Public
State of Texas
My Commission Expires: 10-11-87

Grantee's Mailing Address

Cape Royale Utility District
Rt. #1, Box 315
Goldspring, Texas 77331

RETURN TO:
Mitchell Development Corporation of the Southwest
P.O. Box 4000
The Woodlands, Texas 77380
Attention: Morris Smith

KATHLEEN DAVIDSON
Notary Public in and for State of Texas
My Commission Expires 10/11/87

FILED FOR RECORD

1984 JUN 20 AM 9:15

[Signature]
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN JACINTO

I hereby certify that this instrument was FILED in FPA Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of San Jacinto County, Texas on

JUN 20 1984



[Signature]
LOIS COONEY
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

UTILITY EASEMENT

THE STATE OF TEXAS €
 §
COUNTY OF SAN JACINTO §

KNOW ALL MEN BY THESE PRESENTS:

THAT, MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST, a Delaware corporation ("Grantor"), for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid by CAPE ROYALE UTILITY DISTRICT ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, its successors and assigns, a non-exclusive easement for the establishment, construction, location, operation, maintenance, repair, replacement and restoration of underground water, sewer, gas, electric power and other utility lines, under, across and through the following described tract of land lying and being situated in San Jacinto County, Texas, to-wit:

A 20 foot strip of land lying within 10 feet of each side of the lot line common to Lot 5 and Lot 6, Block 6, Cape Royale Subdivision, Imperial Estates Section, according to the plat thereof, recorded under File No. 2893 of the Deed Records of San Jacinto County, Texas (hereinafter called the "Utility Easement").

Grantee shall have the right of ingress and egress in, over and through the Utility Easement for the purposes of constructing, operating, maintaining and removing said facilities, and for other operations necessary or incidental thereto. All operations by Grantee or its successors or assigns within the Utility Easement shall be completed as soon as reasonably practicable after commencement thereof, and Grantee or its successors or assigns shall promptly restore the surface of the property to its original condition at the time of the commencement of such operations.

TO HAVE AND TO HOLD the aforesaid Utility Easement unto Grantee, its successors and assigns.

EXECUTED on May 25, 1984.

MITCHELL DEVELOPMENT CORPORATION
OF THE SOUTHWEST

By: [Signature]
Name: _____
Title: _____

mka

Return inside

STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me on May 25, 1984, by EDWARD DRESS, Sr. Vice President of Mitchell Development Corporation of the Southwest, a Delaware corporation, on behalf of said corporation.

Kathleen Davidson
Notary Public, State of Texas
My Commission Expires: 10-11-87

Grantee's Mailing Address

Cape Royale Utility District
Rt. #1, Box 315
Goldspring, Texas 77331

KATHLEEN DAVIDSON
Notary Public in and for State of Texas
My Commission Expires 10/11/87

RETURN TO: ✓
Mitchell Development Corporation of the Southwest
P.O. Box 4000
The Woodlands, Texas 77380
Attention: Monis Smith

FILED FOR
RECORD

1984 JUN 20 AM 9:18

Lois Cooksey
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS
BY _____

STATE OF TEXAS
COUNTY OF SAN JACINTO

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of San Jacinto County, Texas on

JUN 20 1984



Lois Cooksey
LOIS COOKSEY
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

UTILITY EASEMENT ³⁹⁸⁴

THE STATE OF TEXAS §
COUNTY OF SAN JACINTO § KNOW ALL MEN BY THESE PRESENTS:
§

THAT, MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST, a Delaware corporation ("Grantor"), for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid by CAPE ROYALE UTILITY DISTRICT ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, its successors and assigns, a non-exclusive easement for the establishment, construction, location, operation, maintenance, repair, replacement and restoration of underground water, sewer, gas, electric power and other utility lines, under, across and through the following described tract of land lying and being situated in San Jacinto County, Texas, to-wit:

A 20 foot strip of land lying within 10 feet of each side of the lot line common to Lot 11 and Lot 12, Block 4, Cape Royale Subdivision, Imperial Estates Section, according to the plat thereof, recorded under File No. 2893 of the Deed Records of San Jacinto County, Texas (hereinafter called the "Utility Easement").

Grantee shall have the right of ingress and egress in, over and through the Utility Easement for the purposes of constructing, operating, maintaining and removing said facilities, and for other operations necessary or incidental thereto. All operations by Grantee or its successors or assigns within the Utility Easement shall be completed as soon as reasonably practicable after commencement thereof, and Grantee or its successors or assigns shall promptly restore the surface of the property to its original condition at the time of the commencement of such operations.

TO HAVE AND TO HOLD the aforesaid Utility Easement unto Grantee, its successors and assigns.

EXECUTED on May 25, 1984.

MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST

By: [Signature]
Name: EDWARD DAVIS
Title: SA. VICE PRESIDENT

mka

STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me on May 25, 1984, by EDWARD DREISS, Sr Vice President of Mitchell Development Corporation of the Southwest, a Delaware corporation, on behalf of said corporation.



Kathleen Davidson
Notary Public, State of Texas
My Commission Expires: 10-11-87

Grantee's Mailing Address

Cape Royale Utility District
Rt. #1, Box 315
Coldspring, Texas 77331

KATHLEEN DAVIDSON
Notary Public in and for State of Texas
My Commission Expires 10/11/87

RETURN TO: ✓
Mitchell Development Corporation of the Southwest
P.O. Box 4000
The Woodlands, Texas 77300
Attention: Monis Smith

FILED FOR
RECORD

1984 JUN 20 AM 9:19

Lois Cooksey
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN JACINTO

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of San Jacinto County, Texas on

JUN 20 1984



Lois Cooksey
LOIS COOKSEY
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

3985

VOL 249 327

UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SAN JACINTO §

THAT, MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST, a Delaware corporation ("Grantor"), for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid by CAPE ROYALE UTILITY DISTRICT ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, its successors and assigns, a non-exclusive easement for the establishment, construction, location, operation, maintenance, repair, replacement and restoration of underground water, sewer, gas, electric power and other utility lines, under, across and through the following described tract of land lying and being situated in San Jacinto County, Texas, to-wit:

A 20 foot strip of land lying within 10 feet of each side of the lot line common to Lot 93 and Lot 94, Block 4, Cape Royale Subdivision, Imperial Estates Section, according to the plat thereof, recorded under File No. 2893 of the Deed Records of San Jacinto County, Texas (hereinafter called the "Utility Easement").

Grantee shall have the right of ingress and egress in, over and through the Utility Easement for the purposes of constructing, operating, maintaining and removing said facilities, and for other operations necessary or incidental thereto. All operations by Grantee or its successors or assigns within the Utility Easement shall be completed as soon as reasonably practicable after commencement thereof, and Grantee or its successors or assigns shall promptly restore the surface of the property to its original condition at the time of the commencement of such operations.

TO HAVE AND TO HOLD the aforesaid Utility Easement unto Grantee, its successors and assigns.

EXECUTED on May 25, 1984.

MITCHELL DEVELOPMENT CORPORATION OF THE SOUTHWEST

By: [Signature]
Name: GUARDO REYES
Title: SR Vice President mka

STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me on May 25, 1984, by Edward Dreiss, Sr. Vice President of Mitchell Development Corporation of the Southwest, a Delaware corporation, on behalf of said corporation.



Kathleen Davidson
Notary Public, State of Texas
My Commission Expires: 10-11-87

Grantee's Mailing Address

Cape Royale Utility District
Rt. #1, Box 315
Goldspring, Texas 77331

KATHLEEN DAVIDSON
Notary Public In and for State of Texas
My Commission Expires 10/11/87

RETURN TO: ✓
Mitchell Development Corporation of the Southwest
P.O. Box 4000
The Woodlands, Texas 77380
Attention: Monis Smith

FILED FOR
RECORD

1984 JUN 20 AM 9:20

Lois Cooksey
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN JACINTO

I hereby certify that this instrument was FILED in File Number: Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of San Jacinto County, Texas on

JUN 20 1984



Lois Cooksey
LOIS COOKSEY
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS