

RESIDENTIAL VENICE, INC., ET AL

TO 121270

AMENDMENT TO RESTRICTIONS

THE PUBLIC

THE STATE OF TEXAS)
COUNTY OF FORT BEND)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Residential Venice, Inc., a Texas corporation, Virgil V. Mott and wife, Julia Odessa Mott, being all of the owners of lots situated in Venetian Estates, Section 2, a subdivision of 0.43 acre in the S. M. Williams League, Abstract 97, and 38.39 acres in the Brown and Bolknop League, Abstract 15, in Fort Bend County, Texas, according to the replat of said subdivision dated March 18, 1960, recorded in Volume _____, page _____ et seq. of the Deed Records of Fort Bend County, Texas, which lots in said subdivision are subject to those certain restrictive covenants affecting same which are dated March 13, 1959, and recorded in Volume 389, page 434 et seq. of the Deed Records of Fort Bend County, Texas, same being here referred to for all purposes, and it is hereby expressly provided and agreed that all of the provisions of said restriction instrument are hereby expressly ratified and confirmed as fully effective covering all of the said replat of Venetian Estates, Section 2, and we do hereby desire to amend and change Paragraph No. 1 and Paragraph No. 4 of said restrictions and to further amend said restrictions by the addition of Paragraphs No. 5a and No. 6a thereto, said changed Paragraphs No. 1 and No. 4 and said Paragraphs 5a and 6a being hereinafter set forth, and in consideration of the benefits accruing to us resulting from said restrictions, the receipt and sufficiency of said consideration being hereby acknowledged by each and all of the undersigned, we do each and all hereby agree: That Paragraph No. 1 of said restrictions affecting said Venetian Estates, Section 2, shall hereafter read and provide as follows, to-wit:

1.. LAND USE AND BUILDING TYPE:

No lot shall be used for any purpose other than residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than a single family dwelling not to exceed one and one-half stories in height with an attached or detached garage for not more than three cars.

And we do each and all further agree that Paragraph No. 4 of said restrictions affecting said Venetian Estates, Section 2, shall hereafter read and provide as follows, to-wit:

4. BUILDING LOCATION:

No building, structure, or fence shall be located on any lot nearer to the front lot line or nearer to a side street than the minimum building set back line shown on the recorded plat. No building shall be located nearer than 10 feet to any interior property line, except for roof overhang. No building shall be located nearer than forty (40) feet from the lot line bordering on water frontage, except that as to the northerly

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line of Lot 2, Block 3, the building set-back line shall be only ten (10) feet from its Northernly line as shown on the replat of said Venetian Estates, Section 2. No structure, fence, porch, garage, patio, or other improvement shall be built in the area between the building line and the water that exceeds five (5) feet above natural grade. No structure, building, fence, dock, or pier shall be built that extends into the water beyond the lot lines as shown on the dedication plat, except as specified below. No slips or excavations shall be made into the lots between the lot line and building line on the water frontage that will materially change the outline of the water's edge. Floating piers or filling beyond the property line is expressly prohibited.

However, regardless of any other provision to the contrary anywhere recited in these restrictions, the owner or owners of each residence constructed will be permitted, by these restrictions, to construct one permanent dock or pier to extend not more than six (6) feet beyond the property line into the adjacent lake, said dock or pier not to exceed twenty (20) feet in length along the shore line and to be constructed of concrete, masonry, stone, rock, metal, or timbers treated by creosoting, wolmanizing, or other wood preservatives. The plans and specifications for the construction of any such dock or pier shall first be approved by the Architectural Control Committee before construction thereof.

It is further expressly provided that regardless of any other provision to the contrary anywhere recited in these restrictions, whether above in this paragraph 4 or anywhere else in these restrictions, no fence shall be built nearer than twenty (20) feet to the front building set back line of any lot, and the plans and specifications for the erection or construction of any fence shall first be approved by the Architectural Control Committee before construction or erection thereof.

And we do each further agree that Paragraph No. 5a shall be added to said restrictions as follows, to-wit:

5a. ADDITIONAL BUILDING LOCATION AND LOT USE PROVISION:

It is agreed and provided that one residence may be constructed or permitted on an area of more than one lot as shown on said plat, that is, one residence may be located upon one and one-half lots, or two lots, so long as not more than one residence is constructed on each lot. In the event a residence is situated upon a lot and a portion of an adjoining lot which is owned by the same owner, then no building shall be located nearer than 10 feet to any interior property ownership line, except for roof overhang. The purpose of this amendment is to expressly provide that the building location restriction will apply to the ownership property line, rather than to each particular side lot line as shown on the plat, in the event of the erection of one residence upon more than one lot. No change is made in the building location line from the front lot lines or the side street lines as shown on said plat and in said restrictions.

And we do each further agree that Paragraph No. 6a shall be added to said restrictions as follows, to-wit:

6a. ADDITIONAL EASEMENTS.

Drainage easements are reserved as shown on, and provided for on, the said Replat of Venetian Estates, Section 2, dated March 18, 1950.

The foregoing Paragraphs No. 1 and No. 4 are hereby substituted in said original restrictions in lieu of Paragraph No. 1. and No. 4 in said original restrictions recorded in Volume 389, page 434 et seq. of the Deed Records of Fort Bend County, Texas, and the foregoing Paragraphs 5a and 6a are added to said restrictions, and no other change whatsoever is made in said original restrictions affecting Venetian Estates, Section 2, recorded in Volume 389, page 434 et seq. of the Deed Records

of Fort Bend County, Texas, but said original restrictions are hereby expressly ratified and continued in full force and effect as originally recorded, except for the substitution of these paragraphs 1 and 4 as same are hereinabove written and except for the addition of the Paragraphs No. 5a and 6a as hereinabove provided, and with the provision that they fully apply to said subdivision according to said Replat of Venetian Estates, Section 2, dated March 18, 1960.

EXECUTED this 23rd day of March, 1960.

RESIDENTIAL VENICE, INC.

By Thos. L. James
Thos. L. James, President

ATTEST:
[Signature]
Secretary

Virgil V. Mott
Virgil V. Mott

Julia Odessa Mott
Julia Odessa Mott

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared
Thos. L. James, President of Residential Venice, Inc.

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 23rd day of March, A. D. 1960.

[Signature]
Notary Public in and for Fort Bend County, Texas
M. R. SCHMIDT
Notary Public in and for Fort Bend County, Texas

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared
Virgil V. Mott

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 23rd day of March, A. D. 1960.

[Signature]
Notary Public in and for Fort Bend County, Texas

COUNTY OF FORT BEND
THE STATE OF TEXAS

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared
Julia Odessa Mott wife of Virgil V. Mott

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said...
Julia Odessa Mott acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 23rd day of March A.D. 1960

Little (J.R. Little)
Notary Public in and for Fort Bend County, Texas

Filed for Record on the 24 day of March A.D. 1960, at 2 o'clock P.M.
Duly Recorded this 28 day of March A.D. 1960, at 4:30 o'clock P.M.

ELLA STUBBLEFIELD, County Clerk,
Fort Bend County, Texas

COMPARED

By *David H. Wolf* Deputy

MINNIE S. RANK
VS 121271
WILBUR E. RANK O/C DECREE

In the Court of Common Pleas No. 3.
For the County of Philadelphia

MINNIE S. RANK
Minnie Florence Schriber Rank

June Term, 1958

No. 1997

WILBUR E. RANK
also known as
Wilbur Edwin Rank

IN DIVORCE A. V. M.
CAUSE: DESERTION

DECREE

And now, to wit, the 7th day of July A.D. 1959, the Master's Report in the above case having been duly approved, and proof of service of notices of the filing of the Master's Report submitted, on motion of Rowland G. Evans, Jr., Esquire, Attorney for Plaintiff, the Court, by virtue of the authority vested in it by law decrees that the said Minnie S. Rank, also Plaintiff, and Wilbur E. Rank, also known as Wilbur Edwin Rank, Defendant, be, and they are hereby divorced from the bonds of matrimony, and all the duties, rights and claims accruing to either of the said parties at any time heretofore, in pursuance of said marriage, shall henceforth cease and determine, and the said parties shall severally be at liberty to marry again in like manner as if they never had been married.

Raymond M. Miller
Judge