

STATE OF TEXAS
COUNTY OF TARRANT

VOL 5955 PAGE 333

KNOW ALL MEN BY THESE PRESENTS:

That DAY AND NIGHT FOOD STORES, INC., a corporation, acting herein by and through its duly authorized officer,

of Tarrant County, Texas, in consideration of the sum of
TEN AND NO/100 DOLLARS (\$ 10.00)
and other good and valuable consideration, cash
to said grantor in hand paid by the grantee s hereinafter named, the receipt of which is hereby
acknowledged, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL
AND CONVEY unto R. F. RICHARDSON and wife, BETTY JONES RICHARDSON
of Tarrant County, Texas, all that certain property situated in Tarrant County,
Texas, described as follows, to-wit:

Situated in Tarrant County, Texas, and being a tract of land in the ROBERT BISSETT SURVEY, Abstract No. 192, and being a portion of that certain 45.9 acre tract of land conveyed to Day and Night Food Stores, Inc., by deed recorded in Vol. 5829, pg. 573 Deed Records, Tarrant County, Texas, and being more particularly described as follows: BEGINNING at an iron rod in the South line of said 45.9 acre tract, said point being 419.55 ft. South 89 degrees 18 minutes East from the Southwest corner of said 45.9 acre tract;
THENCE NORTH 0 degrees, 42 minutes East 495.7 ft. to an iron rod in the South line of that certain tract dedicated for a road by instrument recorded in Vol. 5861, pg. 710 of said Deed Records;
THENCE SOUTH 89 degrees, 18 minutes East with said South line of road, 263.63 feet to an iron rod for corner;
THENCE SOUTH 0 degrees 42 minutes West 495.7 ft. to an iron rod in said South line of 45.9 acre tract;
THENCE NORTH 89 degrees, 18 minutes West with said South line of 45.9 acre tract, 263.63 ft. to the PLACE OF BEGINNING, and containing 3.0 acres, more or less.

Save and Except the Oil, Gas and other Minerals conveyed in:

- (a) Mineral Deed from R. C. Schulte et ux Dorothy L. Schulte to Bertha Langford Cook, dated September 11, 1952, rec. in Vol. 2605, pg. 120, Deed Records, Tarrant County, Texas.
- (b) Mineral Deed from R. C. Schulte et ux Dorothy L. Schulte to H. B. Harris dated September 11, 1952 rec. in Vol. 2474 pg. 96, Deed Records, Tarrant County, Texas.
- (c) Mineral Deed from R. C. Schulte et ux Dorothy L. Schulte, to Burt C. Johnson dated September 11, 1952, rec. in Vol. 2856 pg. 265, Deed Records, Tarrant County, Texas.

And the Minerals reserved in:

- (a) Deed from Kitty Tripp Mims, a feme sole, to C.K.S. Russom dated December 16, 1958, rec. in Vol. 3276 pg. 312, Deed Records, Tarrant County, Texas.
- (b) Deed from B. L. Markum et ux Frances Jean Markum to Day and Night Food Stores, Inc. dated May 9, 1975 rec. in Vol. 5829, pg. 573, Deed Records, Tarrant County, Texas.

This conveyance is made subject to:

- (a) Oil and Gas Lease: B. L. Markum and wife, Jean Markum to W. A. Moncrief, dated May 30, 1974 recorded in Vol. 5677, pg. 689, Deed Records, Tarrant County, Texas.

The above described property is hereby impressed with the following restrictive covenants on said property, which shall run with the title to said land and be binding on the grantor, its successors and assigns, which shall be enforceable by the grantor or any of its successors or assigns in title to the original 45.9 acre tract out of which the above land is carved:

XGTHANT;SELLXANDX

XXXXXXXXXXXXXXXXXXXXCounty of Texas and that certain property interest in

County x Texas x described as follows x to-wit x

1. Said land shall be for residential purposes only. No building erected on said land shall be erected nearer than fifty (50) feet to any boundary along a street, except as follows: A residential building may be built within thirty five (35) feet of the front street line if the building lot fronts on a cul de sac. No residence shall be built closer than ten (10) feet to any property line. No tract shall be sold or subdivided into an area of less than one-half (1/2) acre.
2. No residential structure shall be permitted on any lot the habitable floor space of which, inclusive of garage if the garage is an integral part of the structure, but exclusive of porches and basements, is less than 2000 square ft. of habitable floor space. Appropriate ancillary buildings with no minimum dimensions, in keeping with the architecture of the principal building shall be permitted; provided, however, that no used or previously erected or temporary house, structure, or non-permanent out building shall be placed, erected or allowed to remain on any of the land except during construction periods and no dwelling shall occupied in any way prior to its completion. Mobile homes shall not be permitted and the use of house trailers or other mobile units for the purpose of habitation shall not be permitted. Any residential structure shall be at least forty (40) per cent masonry or stone construction.
3. No swine or poultry shall be kept on said land.
4. Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or other structure, construction of that particular structure, wall, fence; residence, ancillary building, or other structure, shall be completed within one (1) year.
5. Said land shall not be occupied or used for any commercial or business purposes nor for any noxious or offensive activity and nothing shall be done or permitted to be done on said lands which is a nuisance or might become a nuisance to the owner or owners of any surrounding lands.
6. Enforcement of these covenants shall be by proceeding at law or in equity to restrain violations or to recover damages against any person or persons violating or attempting to violate any covenant.
7. The operation of a water well for the sale of water to residents of this tract and adjoining tracts shall not be considered a commercial enterprise and it is not the intention of item 5 above to restrict this enterprise.

TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto belonging, unto the said grantees ^{their} above named, / heirs and assigns forever. And Grantor does hereby bind itself, its successors and assigns ~~de xxxxx hereby bind~~ ^{heirs, executors and administrators} to WARRANT AND FOREVER DEFEND the title to said property unto the said grantee s ^{above named, their} heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED this the 9th day of SEPTEMBER, 1975.

ATTEST

James Shriver
Secretary

DAY AND NIGHT FOOD STORES, INC.

By C.E. Shriver
Pres.

STATE OF TEXAS }
COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared C.E. Shriver

Pres. of DAY AND NIGHT FOOD STORES, 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,
as the act and deed of said corporation, and in the capacity therein stated.

Given under my hand and seal of office, this 9th day of SEPTEMBER, 1975



HOWARD K. KINNEY Notary Public Tarrant County, Texas.

STATE OF TEXAS }
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name 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 day of

Notary Public County, Texas.

FORM NO. 12 FRED F. HUNTER, GALVESTON, TEXAS

General Warranty Deed

DAY & NIGHT FOOD STORES, INC.

TO

B. F. RICHARDSON ET UX BETTY JONES

FILED
TARRANT COUNTY, TEXAS
JAN 27 2 42 PM '76
BY *[Signature]* CLERK
DEP

MR & MRS R F RICHARDSON
1809 DIKAR RD. E
FT WORTH, TX. 76116

Return to

STATE OF TEXAS
COUNTY OF TARRANT
I hereby certify that this instrument was FILED on the
data and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the DEED RECORDS
of Tarrant County, Texas, as stamped hereon by me.

JAN 27 1976



[Signature]
COUNTY CLERK
TARRANT COUNTY, TEXAS