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THE STATE OF TEXAS)  
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS RIDGECREST CO. is the owner of the following described property lying and situated in Harris County, Texas, being more particularly described as: all of Ridgecrest Addition, Section V, being a subdivision of 39.91 acres of land out of the Thomas D. Yocum Survey, Abstract 941, in Harris County, Texas, according to the map thereof dated July 20, 1953, and filed for record on October 21, 1953, under County Clerk's File Number 1186827, Harris County, Texas.

WHEREAS RIDGECREST CO. is interested in restricting such property against certain uses;

NOW THEREFORE we, J. S. Norman and R. W. Carey, President and Secretary respectively of RIDGECREST CO. do hereby make and place the following restrictions and protective covenants upon the said tract of land and upon the residential lots in said tract known as Ridgecrest Addition, Section V for the use and benefit of ourselves and our successors in title, which said covenants shall run with the land and shall be binding upon us and all parties and persons claiming under us.

The restrictions and covenants contained herein shall conform to the existing zoning and subdivision regulations as applied by the properly constituted authorities of the City of Houston whenever the same are more restrictive than the covenants herein stated, and the covenants herein shall run with the land and shall be binding on all parties hereto and all persons claiming under them until January 1, A. D. 1983, at which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

If the parties hereto or any of them or their heirs or assigns or any future owner or owners of the lots in the above described tract to be known as RIDGECREST ADDITION, SECTION V, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or Subdivision to prosecute any proceedings at law or in equity against the person or persons attempting to violate, or violating, any such covenants, and either to prevent him from so doing, or to recover damages or other dues for such violation.

Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

A.

✓ 1. All lots in the above described area shall be known and described as residential lots, except Reserve "A" and all of Block Seven (7) of said Subdivision, which have been set aside for commercial purposes by RIDGECREST CO.

2. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars and quarters for bona-fide servants domiciled with an owner or tenant. Rental of such servants quarters, however, is strictly prohibited.

B.

No building shall be erected, placed or altered on any building plot in this Subdivision until the building plans, specifications and plot plans showing the location of such buildings have been submitted to the building committee in duplicate, one copy of which shall be retained in the files of said committee and the other copy returned to the owner showing the approval in writing as to conformity and harmony of external design with existing structures in this Subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of J. S. Norman, H. H. Norman and J. S. Norman, Jr., or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease January 1, 1983. Thereafter, the approval described in these covenants shall not be required, unless, prior to said date

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and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this Subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C.

1. No dwelling shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to any side lot line.

2. No residence or attached appurtenances shall be erected on any lot farther than 65 feet from the front lot line.

3. No fence, wall or hedge shall be placed on any lot in this tract nearer to any street than is permitted for the house on said lot.

4. No fence, wall or hedge shall be placed on any portion of the sites higher than six (6) feet above the ground.

5. Should a hedge, shrub, tree, flowers, or other planting be so placed or afterwards grow so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property, or Building Committee designated under "B" above.

No residential structure shall be erected or placed on any building plot which has an area of less than 6,900 square feet, or a width less than 60 feet.

E.

No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F.

No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.

G.

No dwelling costing less than \$6,000.00 shall be permitted on any lot in the Subdivision. The ground floor area of the main structure, exclusive

of porches and garages, shall not be less than 900 square feet in the case of a one-story structure, and not less than 1,200 square feet in the case of a one-and-one-half story structure, or not less than 1,500 square feet for a two-story structure, except as to the lots facing on Hammerly Blvd. The ground floor area of the main structure of residential lots fronting on Hammerly Boulevard, exclusive of porches and garages, shall not be less than 1,200 square feet.

2. All driveways shall be uniform in construction. The approach from the street to the property line shall be reinforced, 2500# concrete, 18 feet wide at the curb pavement, and extending back to the front property line of the lot, not less than 8 feet wide, and on a grade not to exceed 15 per cent.

3. All lots shall have a public concrete sidewalk 42" in width, across the entire frontage of each dwelling site. All public sidewalks shall be set two feet off the front property line into the street right-of-way and shall extend to the curb line at all block corners.

H.

1. Easements affecting all lots are reserved as shown on the original recorded plat, utility installation and maintenance, above referred to.

2. Main dwellings shall be constructed fronting on the street upon which the lot, as originally dedicated, fronts.

ADDITIONAL RESIDENTIAL COVENANTS

I.

1. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or large signs used by a builder to advertise the property during the construction and sales period.

2. OIL AND MINING OPERATIONS. No oil or gas development operations or refining, or mining operations of any kind shall be permitted upon or in any lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in drilling for oil or natural gas may be erected, maintained or permitted upon any lot after date hereof nor shall any oil or gas or mineral lease be made after date hereof by any future owner or owners of property in RIDGECREST ADDITION, SECTION V, for forty-nine (49) years.

J.

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3. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

4. WATER SUPPLY. No individual water supply shall be permitted on any lot.

5. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot.

6. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 20 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 25 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

WITNESS our signatures and corporate seal, this the 20 day of November, A. D. 1953.

ATTEST:

RIDGEBEST CO.

[Signature]  
Secretary

By: [Signature]  
President

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

We, Joe R. Gandy and E. B. Mangum, Jr., President and Secretary respectively, of the Yocum Realty Co., and Gainer B. Jones and C. A. Barrett, Vice President and Cashier respectively of the National Bank of Commerce of Houston, owners and holders of liens upon said property, do hereby ratify and confirm the restrictions herein set out and do hereby in all things subordinate to said restrictions the liens against said land owned and held by us.

WITNESS our hand in Houston, Harris County, Texas, this the 15<sup>th</sup> day of ~~February~~ November, A. D. 1954.

ATTEST:

YOCUM REALTY CO.

[Signature]  
Secretary

[Signature]  
President

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THE NATIONAL BANK OF COMMERCE OF HOUSTON

ATTEST:

W. D. Miller  
Cashier

By: Wm. B. Jones  
Vice President

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared J. S. Norman, President of RIDGECREST CO., 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 as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 20 day of November, 1953.

Emma C. King  
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared Joe R. Gandy, President of the YOCUM REALTY CO., 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 as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 14 day of November, 1954.

Emma C. King  
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared Minor B. Jones, Vice President of the NATIONAL BANK OF COMMERCE OF HOUSTON, 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 as the act and deed of said corporation.

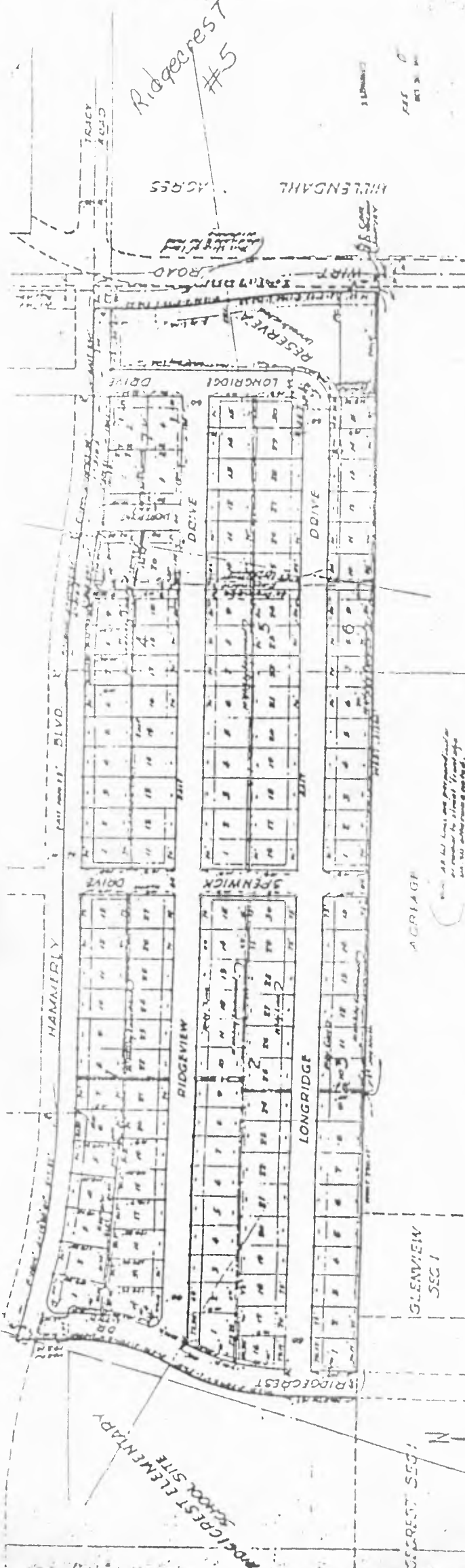
GIVEN under my hand and seal of office, this the 2nd day of November, 1954.

Emma C. King  
Notary Public in and for Harris County, Texas

Filed for Record Oct 3 1954 at 11:00 o'clock A.M.  
Recorded Oct 24 1954 at 4:06 o'clock P.M.  
W. D. MILLER, Clerk County Court, Harris County, Texas  
By William Austin Deputy

4/3/35 MAPS

Ridgecrest #5



SECTION NO. 5  
**RIDGE CREST**  
 OUT OF THE  
**THOMAS D. YOCUM SUR.**  
 HARRIS COUNTY, TEX.  
 Scale 1:100' May 1935

HILTON COULSON  
 CONSULTING ENGINEER

This is a plat of Section No. 5, County of Harris, State of Texas, containing 320 acres, more or less, as shown on the plat, and is subject to the provisions of the Act of the Legislature of the State of Texas, passed May 11, 1935, relating to the subdivision of land into lots, blocks, tracts, and subdivisions, and to the recording of plats of such subdivisions.

STATE OF TEXAS  
 COUNTY OF HARRIS

I, the undersigned, being a duly qualified Surveyor in and for the County of Harris, State of Texas, do hereby certify that the above is a true and correct copy of the original plat of the above described land, as the same appears on the records of the County Clerk of Harris County, Texas.

WITNESSED my hand and the seal of said County at Harris County, Texas, this 15th day of May, 1935.

County Engineer  
 J. J. ...

STATE OF TEXAS  
 COUNTY OF HARRIS

I, the undersigned, being a duly qualified Surveyor in and for the County of Harris, State of Texas, do hereby certify that the above is a true and correct copy of the original plat of the above described land, as the same appears on the records of the County Clerk of Harris County, Texas.

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