

927-5-1921

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STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT HOSKINS REALTY CO., a private corporation, acting herein by and through its officers hereunto duly authorized, being the owner of all of (SPRINGDALE) SECTION TWO, a subdivision of 23.83 acres out of the T. D. Yocum Survey, Harris County, Texas, for the purpose of maintaining a high standard of living conditions in said subdivision, has adopted the following conditions, covenants, and restrictions, and shall be deemed and held to be covenants running with the land and binding upon all owners and purchasers of lots and lands in said subdivision, their heirs, assigns, and legal representatives, said conditions, covenants, and restrictions applicable to said subdivision being as follows:

1. All lots in said subdivision shall be used for residence purposes only.

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.

3. No building shall be erected, placed or altered on any building plot in said subdivision until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of I. S. Deutscher, C. B. Archer and E. E. Mangum, 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 its designated representative, shall cease January 1, 1985. Thereafter, the approval described in this covenant shall not be required, unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in said subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No dwelling shall be located nearer to the front lot line or nearer to the side street line than the building setback line 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.

5. No residence or attached appurtenance shall be erected on any lot farther than 45 feet from the front lot line.

6. No fence, wall or hedges shall be placed on any lot in said subdivision nearer to any street than is permitted for the house on said lot, and no fence, wall or hedge shall be placed on any portion of the sites higher than six (6) feet above the ground. 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.

7. No residential structure shall be erected or placed on any building plot which has an area of less than 6500 square feet, or a width at the building setback line of less than 50 feet.

8. No obnoxious or offensive trade or activity shall be carried on upon any lot in said subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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

10. No dwelling costing less than \$6,000.00 shall be permitted on any lot in said 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.

11. 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.

12. 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 in the street right-of-way and shall extend to the curb line at all block corners.

13. Easements affecting all lots are reserved as shown on the original recorded plat for utility installation and maintenance.

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

15. 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.

16. Without limiting the force of paragraph #1 and #8 hereof, it is specifically provided that 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, turnells, 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 Springdale. Addition, for a period of forty-nine (49) years.

17. 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.

18. Spring Branch Utilities, Inc. has agreed to furnish water adequate for house hold and domestic use, an adequate capacity for sewage treatment and disposal, and prompt garbage pickup service twice each week, and therefore, no individual water supply system and no individual sewage disposal system or septic tank shall be permitted on any lot. The owner of each lot shall be obligated to pay to Spring Branch Utilities, Inc. a tap charge of Fifty (\$50.00) Dollars for water line tap for 3/4" residential tap and a tap charge of Fifty (\$50.00) Dollars for residential sewer tap at the time that such taps are made or at such time as

dwelling construction is commenced upon each lot, whichever be the earlier date. Charges and fees for water service, sewer service, and garbage pickup service shall be charged by and paid to Spring Branch Utilities, Inc. in accordance with its published rates as they appear in the instrument of record in Volume 654, Page 662 of the Contract Records of Harris County, Texas.

19. Should the parties hereto, or any of them, their heirs or assigns, violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for any other person or persons owning property in the aforementioned subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

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

21. These covenants, conditions, and restrictions, shall remain in effect until January 1, 1985, at which time same shall be automatically extended for successive periods of ten years each, unless by vote of a majority of the then owners of lots in said addition, it is agreed to change said covenants, conditions, and restrictions, in whole or in part. Any such agreement shall be by instrument in writing acknowledged by the owners executing same in the manner provided by law for the conveyance of land.

EXECUTED THIS 15th day of April, A. D. 1955.

ATTEST:

E. E. Mangum, Jr.
E. E. Mangum, Jr., Secretary

HOSKINS REALTY CO.

BY *I. S. Deutscher*
I. S. Deutscher, Vice-President.

STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared I. S. DEUTSER, known to me to be the Vice President of Hoskins Realty Co., and also 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 and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 15th day of April, A. D. 1955.

NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

Filed for Record April 27, 1955 at 12:15 o'clock PM

Recorded July 18, 1955 at 1:30 o'clock PM

W. D. MILLER, Clerk County Court Harris County, Texas

By *Thomas M. McKeen* Deputy