

V 2586
P 589-591

Covenants

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1979, at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

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2. If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

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

3. All lots in this addition shall be known and described as residential lots and no part of said lots shall be used for any type of business or stores, except as herein after provided. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars. This covenant however, shall not prevent the erection of quarters for bona fide servants domiciled with the tenant or owner.

MAP
V 041047
3-10-53

4. No residential structure shall be erected or placed on any building plot which has a width of less than sixty-four (64) feet and an area of less than seventy five hundred square feet (7500).

5. Lot twenty-two (22), Block Eight (8), may be used for the erection and operation of a sewage treatment plant.

6. No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood, nor shall anyone owning property in this addition keep any livestock or fowl of any kind thereon, except as stated in Par (3).

7. No trailer, basement, tent, shack or garage, barn or other building erected in this tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence nor shall any residence be moved onto a building plot in the addition.

8. The ground floor area of the main structure exclusive of porches, garages and/or servants quarters shall contain not less than one thousand square feet (1000).

9. All residences constructed on residential building plots shall be constructed of at least fifteen percent brick, brick veneer, stone or stone veneer.

10. No building shall be located nearer the front line or nearer the side street line than the building setback lines as shown on the recorded plat. No building shall be located nearer than five feet to any inside lot line, except that the side line restriction shall not apply to a detached garage or other out building located on the rear onequarter of the lot. Detached garages shall be located at least three feet from the side lot line.

Long Point Woods, Section 2

11. Easements affecting all lots in this tract are reserved as shown on the recorded plat for installation and maintenance of utilities and drainage facilities, and in addition to the easements designated on said plat there is hereby designated and dedicated for the use of all public utility companies an unobstructed ariel easement five (5) feet wide from a planetwenty (20) feet above the ground upward located adjacent to said easements as dedicated on the said plat.

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

13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use for boring for oil or natural gas shall be erected, maintained or permitted on any lot.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. Grass and weeds are to be kept down on all vacant lots to prevent an unsightly and unsanitary condition. This is an obligation of the owner and is to be done at his expense.

16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property property lines and a line connecting them at points twenty five feet from the intersection of the street lines, or in the case of a rounded property from the intersection of the street property lines extended. The same sight lines limitations shall apply on any lot within ten feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence, wall, hedge or mass planting shall be permitted to extend nearer to any street than the minimum building setback lines, except on a side street where same may extend to street property lines.

These restrictions and covenants were recorded in Harris County, Texas March 18, 1953.

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STATE OF TEXAS |

COUNTY OF HARRIS |

WHEREAS, LONG POINT DEVELOPMENT CO., is the sole owner of the lots and properties situated in LONG POINT WOODS, SECTION TWO (2), an addition to the City of Houston, Harris County, Texas, as per plat of said addition, filed for record in the office of the County Clerk of Harris County, Texas, under file No. 1162039, in the map records of Harris County, Texas; which subdivision consists of Lots Three (3) thru Nineteen (19) inclusive, in Block Six (6), Lots Twelve (12) thru Twenty One (21) inclusive, in Block Seven (7), Lots Three (3) thru Twenty Two (22) inclusive, in Block Eight (8), Lots One thru Twenty (20) inclusive, in Block Nine (9), Lots One (1) thru Twenty (20) inclusive, in Block Ten (10), Lots One (1) thru Twenty (20) inclusive, in Block Eleven (11), Lots One (1) thru Two (2) inclusive, in Block Twelve (12), and Lots One (1) thru Ten (10) inclusive in Block Thirteen (13).

WHEREAS, the lots so owned by the undersigned are to be placed on the market for sale and it is desired that a uniform plan of restrictions be adopted and placed of record with respect to said lots;

NOW THEREFORE, LONG POINT DEVELOPMENT CO. does hereby declare that from henceforth the following restrictions shall apply with respect to said lots in said addition and said lots shall from henceforth be subject to said restrictions as more fully set out, to-wit:

(1). These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1979, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

(2). If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

Invalidation of any one 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.

(3). All lots in this addition shall be known and described as residential lots and no part of said lots shall be used for any type of business or stores, except as hereinafter provided. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars. This covenant however, shall not prevent the erection of quarters for bona fide servants domiciled with a tenant or owner.

(4). No residential structure shall be erected or placed on any building plot which has a width of less than sixty-four (64) feet and an area of less than seventy-five (75) hundred square feet (7500).

(5). Lot twenty-two (22), Block Eight (8), may be used for the erection and operation of a sewage treatment plant.

(6). No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, nor shall anyone owning property in this addition keep any livestock or fowl of any kind thereon, except as stated in Par. (5).

(7). No trailer, basement, tent, shack or garage, barn or other building erected in this tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary

structure be used as a residence, nor shall any residence be moved onto a building plot in the addition.

(8). The ground floor area of the main structure, exclusive of porches, garages and /or servants quarters, shall contain not less than hundred (1000) square feet.

(9). All residences constructed on residential building plots shall be constructed of at least fifteen percent brick, brick veneer, stone or stone veneer.

(10). No building shall be located nearer the front line or nearer the side street line than the building set back lines as shown on the recorded plat. No building shall be located nearer than five feet to any inside lot line, except that the side line restriction shall not apply to a detached garage or other out building located on the rear one quarter of the lot. Detached garages shall be located at least three feet from the side lot line.

(11). Easements affecting all lots in this tract are reserved as shown on the recorded plat for installation and maintenance of utilities and drainage facilities, and in addition to the easements designated on said plat there is hereby designated and dedicated for the use of all public utilities companies an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to said easements as dedicated on the said plat.

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

(13). No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use for boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(14). No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(15). Grass and weeds are to be kept down on all vacant lots to prevent an unsightly and unsanitary condition. This is an obligation of the owner and is to be done at his expense.

(16). No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 twentyfive feet from the intersection of the street lines, or in the case of a rounded property from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence, wall, hedge or mass planting shall be permitted to extend nearer to any street than the minimum building set-back lines, except on a side street where same may extend to street property lines.

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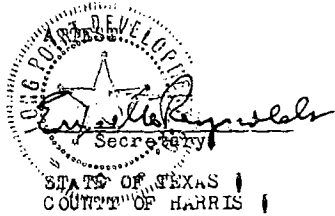
(17). No part of the property shall be sold, rented, conveyed, used or occupied in whole or in part to any person not of the Caucasian race, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with any owner or tenant.

(18). Restrictions and covenants were imposed on this land by instrument recorded in Vol. 2043, Page 347 of the Deed Records of Harris, County, Texas, however the LONG POINT DEVELOPMENT CO. now being the sole owner of this tract of land, has changed and amended said restrictions and set out the above stated restrictions in place of and in lieu of the restrictions previously imposed on said land.

EXECUTED this the 18 day of March A. D. 1953.

LONG POINT DEVELOPMENT CO.

By Jim Leavell
President.



BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared Jim Leavell, President of Long Point Development Co., a corporation, 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 the 7th day of April A. D. 1953.



Clifton A. Goodwin
Notary Public in and for Harris County, Texas.

Filed for Record Apr. 8, 1953 at 10:30 o'clock A.M.

Recorded May 12, 1953 at 1:33 o'clock P.M.

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

By Louise S. Robb Deputy