

✓ 2624

713

Long Point Woods, Section 3

COVENANTS

1144747  
3 pgs.

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 owing any real property situated 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.

3. 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.

4. 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. 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.

MAP  
✓ 042009  
5-19-53

6-23-53

5. No residential structure shall be erected or placed on any building plot which has a width of less than sixty(60) feet on the front facing the street right of way and an area of less than seventy eight hundred (7800) square feet.

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. No live stock or poultry may be kept on this property.

7. No trailer, basement, tent, shack or garage, barn or other outbuilding 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 twelve hundred square feet. The property owner reserves the right to increase the area required by proper provision in the deed or contract.

9. All residences constructed in this addition shall be constructed of at least twenty percent brick, brick veneer or stone veneer. The property owner reserves the right to increase this amount by deed restrictions.

10. No building shall be located nearer the front line or 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 the side line restrictions shall not apply to a detached garage located on the rear one quarter of the lot, which shall be located at least three feet from the side lot line.

Long Point Woods, Section 3

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 & dedicated for the use of all public utility companies an unobstructed aerial easement five feet wide from a plane twenty feet above the ground upward located adjacent to said easements as dedicated on said plat. None of the undersigned owners nor any utility company using said easements herein referred to, shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

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 on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on 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 permitted to remain on any corner lot within the triangular area formed by the street 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 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. 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.

These restrictions/covenants were recorded in Harris County on June 23, 1953.



STATE OF TEXAS |  
COUNTY OF HARRIS |

1144747

WHEREAS, WE, T. H. STANCLIFF, MAMIE E. POLING, and husband MERLE POLING, VESTA OLA HAXTHAUSEN, a feme sole, and LONG POINT DEVELOPMENT CO., and joined herein by AUGUST LOOK, Mortgagee, being all the owners (not jointly but severally and in respect of separate areas), of the lots and properties situated in LONG POINT WOODS, SECTION THREE (3), 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. 1129451 in the Map Records of Harris County, Texas; which subdivision consists of Lots One (1) thru Sixteen (16) inclusive Block Fourteen (14), Lots One (1) thru Eighteen (18) inclusive in Block Fifteen (15), Lots One (1) thru Twenty Six (26) inclusive in Block Sixteen (16), Lots One (1) thru Twenty Three (23) inclusive in Block Seventeen (17), Lots One (1) thru Twenty One (21) inclusive in Block Eighteen (18), Lots One (1) thru Eighteen (18) inclusive in Block Nineteen (19), Lots One (1) thru Twelve (12) inclusive in Block Twenty (20), and Lots One (1) thru Nineteen (19) inclusive in Block Twenty One (21).

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, We the undersigned do 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.

(3). Invalidity 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.

(4). 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. 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.

(5). No residential structure shall be erected or placed on any building plot which has a width of less than sixty (60) feet on the front facing on the street right of way and an area of less than seventy eight hundred (7800) square feet.

(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. No livestock or poultry may be kept on this property.

(7). No trailer, basement, tent, shack or garage, barn or other outbuilding 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 twelve hundred square feet. The property owner reserves the right to increase the area required by proper provision in the deed or contract.

(9). All residences constructed in this addition shall be constructed of at least twenty percent brick, brick veneer or stone veneer. The property owner reserves the right to increase this amount by deed restriction.

(10). No building shall be located nearer the front line or 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 restrictions shall not apply to a detached garage located on the rear one quarter of the lot, which 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 feet wide from a plane twenty feet above the ground upward located adjacent to said easements as dedicated on said plat. None of the undersigned owners nor any utility company using the easements herein referred to, shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

(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 on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on 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. 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.

(17). No part of the property shall be sold, rented or 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.

716

But it is distinctly provided that if this racial restriction in this paragraph or any part of this paragraph is invalid because of any provision of the Constitution of the United States of America now in effect or hereafter adopted or any valid Act of Congress now or hereafter in effect, or if this racial restriction becomes invalid because of any provision of the Constitution of the State of Texas hereafter adopted or of any valid Act of the Texas Legislature, then, and in any such event, this racial restriction shall not be valid and shall not apply to any lot or any part of the said LONG POINT WOODS, SECTION THREE, whether any lot or lots may have been sold by the undersigned subdividers prior to the effective date of any such provision, Congressional Act or Legislative Act or not, If the racial restriction should hereafter become an impediment or obstacle to the making of any loan or the insuring or guaranteeing of any loan by the Veterans Administration of the United States or the Federal Housing Authority of the United States or by any other Federal or State Agency upon any one or more lots in said LONG POINT WOODS, SECTION THREE by virtue of any regulations now or hereafter adopted by any such agency, this racial restriction shall not be in force or effect as to any lot or lots or any part of said LONG POINT WOODS ADDITION, SECTION THREE, and in such event such racial restriction shall be wholly ineffective as to any part of LONG POINT WOODS ADDITION, SECTION THREE, regardless of whether the whole or any part or lot or lots therein have been previously sold or not by the undersigned, that is, previous to the effective date of any such rule or regulation, and such racial restriction shall be ineffective as to any and all lots sold previous to or subsequent to the effective date of any such prohibitory loan or loan assuring or loan guaranteeing regulations.

EXECUTED this the 10<sup>th</sup> day of June A. D. 1953.

T. H. Stancliff      Mamie E. Poling      Merle E. Poling  
T. H. Stancliff      Mamie E. Poling      Merle Poling  
Vesta Ola Harthausen      LONG POINT DEVELOPMENT CO.  
Vesta Ola Harthausen

T. H. Stancliff      Jim Seauell  
Secretary      President  
STATE OF TEXAS  
COUNTY OF HARRIS  
August Look  
August Look

Before me, the undersigned authority, on this day personally appeared T. H. Stancliff, 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 the 13 day of June A.D. 1953.  
STATE OF TEXAS  
COUNTY OF HARRIS  
Ralph E. Howell  
Notary Public in and for Harris County, Texas.

Before me the undersigned authority, on this day personally appeared MERLE POLING and MAMIE E. POLING, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said MAMIE E. POLING, wife of the said MERLE POLING, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said MAMIE E. POLING, acknowledged such instrument to be her act and deed, and 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 23 day of June A.D. 1953.  
STATE OF TEXAS  
COUNTY OF HARRIS  
W. E. ...  
Notary Public in and for Harris County, Texas.

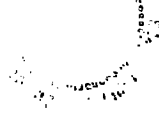
716 716

STATE OF TEXAS  
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared VERA OLA HAXTHAUSEN, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of June A.D. 1953.

Irma W. Hauck (IRMA W. HAUCK)  
Notary Public in and for Harris  
County, Texas.

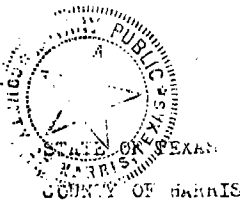


STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE me, the undersigned authority, on this day personally appeared JIM LEAVELL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of LONG POINT DEVELOPMENT CO. of Harris County, Texas, and as the President thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of June A.D. 1953.

Ralph J. Edwill  
Notary Public in and for Harris  
County, Texas.



Before me, the undersigned authority, on this day personally appeared AUGUST BUCK 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 24 day of June A.D. 1953.

Lva Jahnske (Lva Jahnske)  
Notary Public in and for  
Harris County, Texas.



Filed for Record June 26, 1953 . at 2:00 o'clock P.M.  
Recorded Aug. 17, 1953 . at 10:55 o'clock A.M.  
W. D. MILLER, Clerk County Court, Harris County, Texas.  
BY Burdine M. Morgan Deputy