

COVENANTS AND RESTRICTIONS

1. These restrictions shall be effective until January 1st 1979 and shall automatically be extended thereafter for successive periods of ten (10) years each, unless an instrument executed by the then owners of a majority of the lots in said subdivision has been filed for record in the office of the County Clerk of Harris County, Texas, agreeing to change or amend said covenants or restrictions in whole or in part.
2. All property in said subdivision, except Lot One (1) Block Eight (8) thereof, shall be used for residence purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residence and its usual accessories; however, this shall not prohibit the construction of a residence on a portion of two (2) or more lots as shown by said map, provided such tracts constitute a homesite as defined in the succeeding paragraph.
3. Parts of two (2) or more adjoining lots facing the same street in the same block may be designated as one homesite, provided the lot frontage on the street it faces shall not be less than 60 feet and provided the area of the tract shall not be less than 7,200 square feet.
4. The terms "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses and apartment houses, and to exclude all commercial or professional uses, and any such usage of this property is hereby expressly prohibited.
5. The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, port cocheres, steps, projections and every other permanent part of improvements except roofs.
6. No garage or outbuilding on this property shall ever be used as a residence or living quarters, except by domestic servants engaged on the premises.
7. No lot shall be used or maintained as a dumping ground for rubbish, trash, ashes or other refuse. Trash, garbage or 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 clean and sanitary condition.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept, on any lot except that dogs, cats and other household pets may be kept, providing that they are not kept, bred or maintained for any commercial purposes.
9. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or lots upon which the improvements are to be erected and shall not be placed in the street or between the curb and the property lines. Upon completion of the improvements, all surplus materials shall be promptly removed.
10. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder or the Developer to advertise the property during the construction and sales period.
11. No privy, cesspool, septic tank or individual sewage disposal system shall be erected or maintained on any part of this property.

Spring Branch Woods, Section 1

12. 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 in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. No building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line, unless similarly approved. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

14. All residences or houses constructed on lots situated in Blocks One (1), Eight (8) and Nine (9) shall have a minimum ground floor of 1300 square feet, exclusive of one one story open porches and garages. All residences or houses constructed on lots situated in Blocks Two(2), Three (3), Four (4), Five (5), Six (6) and Seven (7) shall have a minimum ground floor area of 1400 square feet, exclusive of one story open porches and garages.

15. Grass, weeds and vegetation on each vacant lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a home or residence is built on a lot, the Developer may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgement and have dead trees, shrubs and plants removed from the property and the owner of such lot shall be obligated to pay for the cost of such work.

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

17. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 25 feet to any rear lot line in the addition.

18. No building shall be located nearer than 5 feet to any interior lot line, except that detached garages situated at least 70 feet from the front lot line may be located not less than 3 feet from an interior lot line.

19. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat in said additon. Neither Developer nor Harris County 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.

20. It shall be expressly agreed and understood that the title conveyed by Developer to any lot or parcel of land in said addition by contract, deed or other conveyance shall not in any event be held or construed to include the title to water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any other utility or appur-

Spring Branch Woods, Section 1

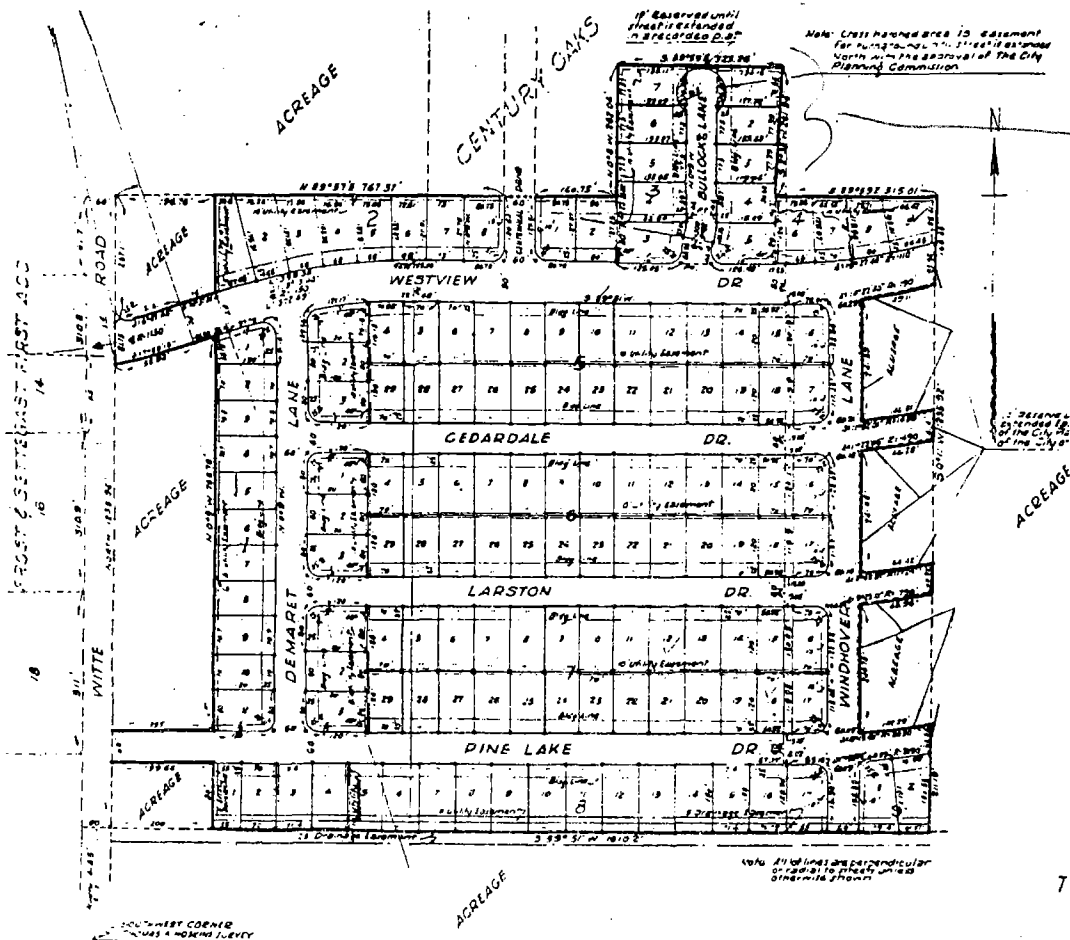
tenances thereto constructed by Developer or its agents through, along or upon said premises or any part thereof to serve said property or any portion of the addition, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or governmental agency or to public service corporation or to any other party is hereby expressly reserved by Developer.

21. Lot One (1) in Block Eight (8) of said addition may be used as a site and location for the drilling, construction, erection, maintenance and operation of a water well or water wells, pump or pumps, and other equipment used in connection with the water system serving the addition.

22. If Developer, its successors or assigns, or any purchasers or owners of lots in said subdivision shall violate any of the restrictions, covenants or reservations herein contained, any other lot owner or owners in said addition or Developer may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions, covenants or reservation and shall be entitled to injunctive relief and judgement for all resulting damages, for the benefit to the owners of the lots in said subdivision as their interest may appear. Every grantee accepting any conveyance of any lot or lots in said subdivision shall be conclusively presumed by such acceptance to agree and consent to all of the foregoing restrictions, covenants and reservations.

23. If any of the above and foregoing restrictions, covenants or reservations shall be held to be invalid by judgement or order of Court of competent jurisdiction, or for any reason is not enforced, none of the others shall be affected, altered or impaired thereby, but shall remain in full force and effect.

These restrictions and covenants were recorded in Harris County, Texas August 24, 1953.



*Reserve A.  
unrestricted originally  
then platted  
for residential*

*orig  
filed  
5/29/53  
V 42014*

*Replat  
filed  
9-15-53  
V 43013*

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STATE OF TEXAS §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT TRUETT PEACHEY DEVELOPMENT CORPORATION, acting herein by and through its duly authorized President and Secretary, of Harris County, Texas, hereinafter referred to as "Developer", being the sole owner of all the property platted and subdivided as SPRING BRANCH WOODS, SECTION ONE ( ), a subdivision of 40.31 acres of land out of the Thomas A. Hoskins Survey, in Harris County, Texas, according to the plat of said subdivision filed for record in the office of the County Clerk of said County on May 29, 1953, under File No. 1,134,025, for the purpose of insuring the development and maintenance of an attractive and desirable suburban subdivision, does hereby make, impose, adopt, promulgate and establish the following reservations, restrictions and covenants on all property in Spring Branch Woods, Section One ( ), which shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the Developer, its successors and assigns, and upon each and every purchaser of lands in said subdivision, and his heirs and assigns, to-wit:

1. These restrictions shall be effective until January 1, 1970, and shall automatically be extended thereafter for successive periods of ten (10) years each, unless an instrument executed by the then owners of a majority of the lots in said subdivision has been filed for record in the office of the County Clerk of Harris County, Texas, agreeing to change or amend said covenants or restrictions in whole or in part.
2. All property in said subdivision, except Lot One (1) Block Eight (8) thereof, shall be used for residence purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family residence and its usual accessories; however, this shall not prohibit the construction of a residence on a portion of two (2) or more lots as shown by said map, provided such tracts constitute a homesite as defined in the succeeding paragraph.
3. Parts of two (2) or more adjoining lots facing the same street in the same block may be designated as one homesite, provided the lot frontage on the street it faces shall not be less than 60 feet and provided the area of the tract shall not be less than 1200 square feet.
4. The terms "residence purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses and apartment houses, and to exclude all commercial or professional uses; and any such usage of this property is hereby expressly prohibited.
5. The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, port cocheres, steps, projections and every other permanent part of the improvements except roofs.

6. No garage or outbuilding on this property shall ever be used as a residence or living quarters, except by domestic servants engaged on the premises.

7. No lot shall be used or maintained as a dumping ground for rubbish, trash, ashes or other refuse. 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 clean and sanitary condition.

8. 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 purposes.

9. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or lots upon which the improvements are to be erected and shall not be placed in the streets or between the curb and property line. Upon completion of the improvements, all surplus materials shall be promptly removed.

10. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder or the Developer to advertise the property during the construction and sales period.

11. No privy, cesspool, septic tank or individual sewage disposal system shall be erected or maintained on any part of this property.

12. 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 in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to qualities of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum set back line, unless similarly approved.

The Architectural Control Committee shall be composed of TRUETT PEACHEY, JOE M. BROWN and ROBERT G. WILLIAMS, all of the City of Houston, Harris County, Texas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots in said addition shall have the power, through a duly recorded instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifica-

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tions have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

14. All residences or houses constructed on lots situated in Blocks One (1), Eight (8) and Nine (9) shall have a minimum ground floor area of 1300 square feet, exclusive of one story open porches and garages. All residences or houses constructed on lots situated in Blocks Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) shall have a minimum ground floor area of 1400 square feet, exclusive of one story open porches and garages.

15. Grass, weeds and vegetation on each vacant lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a home or residence is built on a lot, the Developer may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment and have dead trees, shrubs and plants removed from the property and the owner of such lot shall be obligated to pay for the cost of such work.

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

17. No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line or nearer than ten (10) feet to any side street line.

No building shall be located nearer than twenty-five (25) feet to any rear lot line in the addition.

18. No building shall be located nearer than five (5) feet to any interior lot line, except that detached garages situated at least seventy (70) feet from the front lot line may be located not less than three (3) feet from an interior lot line.

19. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said addition. Neither Developer nor Harris County 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.

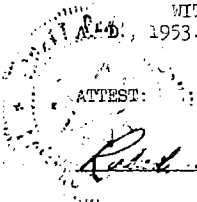
20. It shall be expressly agreed and understood that the title conveyed by Developer to any lot or parcel of land in said addition by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Developer or its agents through, along or upon said premises or any part thereof to serve said property or any portions of the addition, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Developer.

21. Lot One (1) in Block Eight (8) of said addition may be used as a site and location for the drilling, construction, erection, maintenance and operation of a water well or water wells, pump or pumps, and other equipment used in connection with the water system serving the addition.

22. If Developer, its successors or assigns, or any purchasers or owners of lots in said subdivision shall violate or attempt to violate any of the restrictions, covenants or reservations herein contained, any other lot owner or owners in said addition or Developer may prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such restrictions, covenants or reservations and shall be entitled to injunctive relief and judgment for all resulting damages, for the benefit of the owners of the lots in said addition as their interests may appear. Every grantee accepting any conveyance of any lot or lots in said subdivision shall be conclusively presumed by such acceptance to agree and consent to all of the foregoing restrictions, covenants and reservations.

23. If any of the above and foregoing restrictions, covenants or reservations shall be held to be invalid by judgment or order of a Court of competent jurisdiction, or for any reason is not enforced, none of the others shall be affected, altered or impaired thereby, but shall remain in full force and effect.

WITNESS OUR HANDS at Houston, Texas, on this the 14<sup>th</sup> day of August, 1953.



TRUETT PEACHEY DEVELOPMENT CORPORATION

ATTEST:

Robert S. Williams  
Secretary

By Franklin Peachey  
President

STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared TRUETT PEACHEY, President of TRUETT PEACHEY DEVELOPMENT 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 14<sup>th</sup> day of August, A. D., 1953.

J. C. Jones Jr.  
Notary Public in and for  
Harris County, Texas

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STATE OF TEXAS §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT we, WALTER B. VAN WART and ROY D. WIRT and wife, VERA BLEYL WIRT, all of Harris County, Texas, being the holders and owners of mortgage liens on the property platted and subdivided as SPRING BRANCH WOODS, SECTION ONE (1), a subdivision of 40.31 acres of land out of the Thomas A. Hoskins Survey, in Harris County, Texas, according to the plat of said subdivision filed for record in the office of the County Clerk of said County on May 20, 1953, under File No. 1,134,029, do hereby in all respects approve, adopt, ratify and confirm all of the above and foregoing restrictions, covenants and reservations on property in said Spring Branch Woods, Section One (1).

WITNESS OUR HANDS at Houston, Texas, on this the 24th day of August, A. D., 1953.

Walter B. Van Wart  
WALTER B. VAN WART

x Roy D. Wirt  
ROY D. WIRT

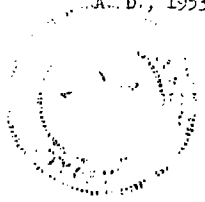
Vera Bleyl Wirt  
VERA BLEYL WIRT

STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared WALTER B. VAN WART, 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 24th day of July, <sup>AUGUST</sup>

A. D., 1953.



Conrad Jenkins  
Notary Public in and for  
Harris County, Texas



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STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared ROY D. WIRT and wife, VERA BLEYL WIRT, personally 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 VERA BLEYL WIRT, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said VERA BLEYL WIRT, 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 19<sup>th</sup> day of AUGUST,  
A. D. 1953.

Maud W. Keller  
Notary Public in and for  
Harris County, Texas

Filed for Record Aug 28 1953, at 11:30 o'clock A.M.

Recorded Oct 21 1953, at 8:10 o'clock A.M.

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

BY Margaret Jenkins Deputy

### GENERAL WARRANTY DEED

(With Vendor's Lien and Assignment)

1167785

THE STATE OF TEXAS,  
COUNTY OF HARRIS

} KNOW ALL MEN BY THESE PRESENTS:

That I, JACK WHITE, JR., of Harris County, Texas, not joined herein by my wife because the property hereby conveyed constitutes no part of our homestead,

~~HEREIN~~ hereinafter called Grantors (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to Grantors paid and secured to be paid by

-- ALLEN F. TANGLER and wife, SARAH F. TANGLER --

as hereinafter stated, have GRANTED, SOLD, AND CONVEYED, and by these presents do GRANT, SELL, AND CONVEY unto the said

-- ALLEN F. TANGLER and wife, SARAH F. TANGLER --

of Harris County, Texas, hereinafter called Grantees (whether one or more), the following described property, situate, lying, and being in Harris County, Texas, to-wit:

Lots Eighteen (18) and Nineteen (19) in Block Twenty-five (25) of HOUSTON HARBOR ADDITION, an Addition to the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 3, Page 64 of the Map Records of said County.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantees, their heirs and assigns, forever. And Grantors do hereby bind themselves, their heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto Grantees, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

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Spring Branch Woods, Section 1

Covenants and Restrictions

1. These restrictions shall be effective until January 1<sup>st</sup> 1979 and shall automatically be extended thereafter for successive periods of ten (10) years each, unless an instrument executed by the then owners of a majority of the lots in said subdivision has been filed for record in the office of the County Clerk of Harris County, Texas, agreeing to change or amend said covenants or restrictions in whole or part.
2. All property in said subdivision, except Lot One (1) Block Eight (8) thereof, shall be used for residence purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residence and its usual accessories; however, this shall not prohibit the construction of a residence on a portion of two (2) or more lots as shown by said map, provided such tracts constitute a home site as defined in the succeeding paragraph.
3. Parts of two (2) or more adjoining lots facing the same street in the same block may be designated as one home site, provided the lot frontage on the street it faces shall not be less than 60 feet and provided the area of the tract shall not be less than 7,200 square feet.
4. The terms "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses and apartment houses, and to exclude all commercial or professional uses, and any such usage of this property is hereby expressly prohibited.
5. The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, porte-cocheres, steps, projections and every other permanent part of improvements except roofs.
6. No garage or outbuilding on this property shall ever be used as a residence or living quarters, except by domestic servants engaged on the premises.
7. No lot shall be used or maintained as a dumping ground for rubbish, trash, ashes, or other refuse. Trash, garbage or 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.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept, on any lot except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
9. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or lots upon which the improvements are to be erected and shall not be placed in the street or between the curb and the property lines. Upon completion of the improvements, all surplus materials shall be promptly removed.
10. 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 signs used by a builder or developer to advertise the property during the construction and sales period.
11. No privy, cesspool, septic tank or individual sewage disposal system shall be erected or maintained on any part of this property.

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RP 070-21-2152

12. No oil drilling, oil development, 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 the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
13. No building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line, unless similarly approved. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.
14. All residences or houses constructed in lots situated in Blocks One (1), Eight (8) and Nine (9) shall have a minimum ground floor of 1300 square feet exclusive of one story open porches and garages. All residences or houses constructed on lots situated in Blocks Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) shall have a minimum ground floor area of 1400 square feet, exclusive of one story open porches and garages.
15. Grass, weeds and vegetation on each vacant lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a home or residence is built on a lot, the Developer may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgement and have dead trees, shrubs and plants removed from the property and the owner of such lot shall be obligated to pay for the cost of such work.
16. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
17. No building shall be located nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 25 feet to any rear lot line in the addition.
18. No building shall be located nearer than 5 feet to any interior lot line, except that detached garages situated at least 70 feet from the front lot line may be located not less than 3 feet from an interior lot line.
19. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat in said addition. Neither Developer nor Harris County 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.
20. It shall be expressly agreed and understood that the title conveyed by Developer to any lot or parcel of land in said addition by contract, deed or other conveyance shall not in any event be held or construed to include the title to water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Developer or its agents through, along or upon said premises or any part thereof to serve said property or any portion of the addition, and

the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or governmental agency or to public service corporation or to any other party is hereby expressly reserved by Developer.

21. Lot One (1) in Block Eight (8) of said addition may be used as a site and location for the drilling, construction, erection, maintenance and operation of a water well or water wells, pump or pumps, and other equipment used in connection with the water system serving the addition.
22. If Developer, its successor or assigns, or any purchasers or owners of said lots in said subdivision shall violate any restrictions, covenants or reservations herein contained, any other lot owner or owners in said addition or Developer may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions, covenants or reservation and shall be entitled to injunctive relief and judgement for all resulting damages, for the benefit to the owners of the lots in subdivision as their interest may appear. Every grantee accepting any conveyance of any lot or lots in said subdivision shall be conclusively presumed by such acceptance to agree and consent to all of the foregoing restrictions, covenants and reservations.
23. If any of the above and foregoing restrictions, covenants or reservations shall be held to be invalid by judgement or order of a Court of competent jurisdiction, or for any reason is not enforced, none of the others shall be affected, altered or impaired thereby, but shall remain in full force and effect.

These restrictions and covenants were recorded in Harris County, Texas, August 24, 1953.

RP 070-21-2154

REQUEST FOR REAR VARIANCE

December 3, 2009

GF # 09160347  
22/D. KINSEY  
PRIORITY TITLE CO.

To Whom It May Concern,

The property at 9805 Larston in within the bounds of the Spring Branch Woods Section 1 Deed Restrictions (the "Deed Restrictions"). Within the Deed Restrictions, an Architectural Control Committee is referenced, which, per the Deed Restrictions, must approve any new construction. However, the Architectural Control Committee is no longer in place, and has not been in place for some time. The neighborhood is not governed by a Home Owners Association. The neighborhood does have a voluntary Civic Association (the "Spring Branch Civic Association", or "Civic Association"), however the documentation governing the Spring Branch Civic Association does not allow for the Civic Association to approve variances to the Deed Restrictions, or enforce Deed Restrictions. Currently the Deed Restrictions call for a 25 foot back setback line.

We, as individuals, have been made aware of the proposed building plans for 9805 Larston, which include an approximate 1.5 foot encroachment to the back setback line established by the Spring Branch Woods Section 1 Deed Restrictions. We, as individuals and in no way on behalf of the Spring Branch Civic Association, believe that this encroachment to the back setback line is acceptable and the plans for the structure are in the best interest of the community. We understand that we do not have the power or authority to approve or allow a variance to the Deed Restrictions governing this property. We also understand that we are in no way setting any precedence for any other property in the area governed by the Spring Branch Woods Section 1 Deed Restrictions. Our signature below simply states that it is our opinion that should the proposed structure identified in the building plans regarding 9805 Larston be built, it would be in the best interest of the neighborhood.

Sincerely,

*Fran Price*  
FRAN PRICE

(7)  
10R

*Robert Tucker*  
Robert Tucker

10R  
10R

*Juanita Chapa* 9806 Larston  
Juanita Chapa

10R

*Esteban Chapa*  
Esteban Chapa

10R

*Jeff Davies* 9809 Larston  
Jeff Davies

10R

*Cyra Gattling* 9810 Larston  
Cyra Gattling

10R

RP 070-21-2155

**SINGLE ACKNOWLEDGEMENT**

STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared FRAN PRICE and JARRETT PRICE

known to me to be the person(s) whose name(s) 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 28 day of January 2010, A.D.

(L.S.)



*Laurie Kay Lawrence*  
Notary Public in and for HARRIS County, TEXAS

Notary Name

Notary Expiration Date

RP 070-21-2156

**SINGLE ACKNOWLEDGEMENT**

STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned, a Notary Public in and for said County and State,  
on this day personally appeared ROBERT TUCKER

known to me to be the person(s) whose name(s) 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 28 day of January  
2010, A.D.



*Laurie Kay Lawrence*  
Notary Public in and for HARRIS County,  
TEXAS

\_\_\_\_\_  
Notary Name

\_\_\_\_\_  
Notary Expiration Date

RP 070-21-2157

**SINGLE ACKNOWLEDGEMENT**

STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JUANITA CHAPA and ESTEBAN CHAPA

known to me to be the person(s) whose name(s) 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 28 day of January 2010, A.D.

(L.S.)



Laurie Kay Lawrence  
Notary Public in and for HARRIS County,  
TEXAS

Notary Name

Notary Expiration Date

RP 070-21-2158



**SINGLE ACKNOWLEDGEMENT**

STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned, a Notary Public in and for said County and State,  
on this day personally appeared JEFF DAVIES

known to me to be the person(s) whose name(s) 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 28 day of January  
2010, A.D.

Laurie Kay Lawrence  
Notary Public in and for HARRIS County,  
TEXAS

(L.S.)



Notary Name

Notary Expiration Date

HP 070-21-2159

SINGLE ACKNOWLEDGEMENT

STATE OF TEXAS )
COUNTY OF HARRIS )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CYRA GATTLING

known to me to be the person(s) whose name(s) 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 28 day of January 2010 A.D.

(L.S.)



Laurie Kay Lawrence
Notary Public in and for HARRIS County, TEXAS

Notary Name

Notary Expiration Date

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. THE STATE OF TEXAS COUNTY OF HARRIS

FEB - 3 2010



County Clerk
HARRIS COUNTY, TEXAS

FILED
2010 FEB - 3 PM 1:13
County Clerk
HARRIS COUNTY, TEXAS

RETURN TO:
PRIORITY TITLE
4700 W. SAM HOUSTON PKWY NORTH
SUITE 100
HOUSTON, TEXAS 77041

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

RP 070-21-2160