

COVENANTS

1. Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed one story in height, and a private garage for not more than three automobiles.

2. Architectural Control: 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.

3. Fences: No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in Part E, herein after.

4. Dwelling Cost, Quality and Sizes: No dwelling shall be permitted on any lot at a cost of less than \$11,000.00 bases upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded as the minimum cost stated herein for the minimum permitted dwelling sites, the ground floor area of the main structure, exclusive of porches and garages, shall not be less than 1,200 square feet.

5. Building Location: No building shall be located on any lot nearer to the front lot line, or nearer the side street line than the minimum building setback lines shown on the recorded plat. In any event, 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 five feet to an interior lot line except that side yard of three feet shall be permitted for a detached garage or other permitted accessory building located 45 feet or more from the minimum setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. A detached garage or permitted accessory building shall not be nearer than 5 feet from the rear lot line, but in no case shall it be located so as to encroach upon the dedicated utility easements. For the purpose of this covenant, eaves, steps, open porches, open terraces, walks, patios, shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building, on a building site to encroach upon another building site.

6. Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,300 square feet.

7. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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

9. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

10. Garage Living Quarters: 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.

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Spring Branch Woods, Section 2

11. Signs: No sign of any kind shall be displayed to the public view on any lot except one address sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, and signs used by a builder or developer to advertise the property during construction and sales period.
12. Oil and Mining Operations: 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 on any lot.
13. 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 purposes.
14. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
15. Water Supply: No individual or community water supply system shall be permitted on any lot.
16. Sewage Disposal: No individual or community sewage disposal or treatment system shall be permitted on any lot.
17. Sight Distances at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the center line of 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 25 feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree 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.
18. 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 upon which the improvements are to be erected and shall not be placed in the street or between the curb and property line. Upon completion of the improvements, all surplus materials shall be promptly removed.
19. 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.
20. Public Walks: Concrete public walks shall be installed on each and every building site. The nearest edge of the public walk shall be two feet from the property line of each building site. The public walks shall be parallel to both intersecting streets and shall extend to the curb of each street. Public walks are not to be installed until construction of a residence has been commenced on each building site. Sidewalks shall be three feet, six inches (3'6") wide.
21. Trees: Each building site that does not have natural trees growing on it at the time of completion of the residence shall have planted on it a non-deciduous type of tree at least

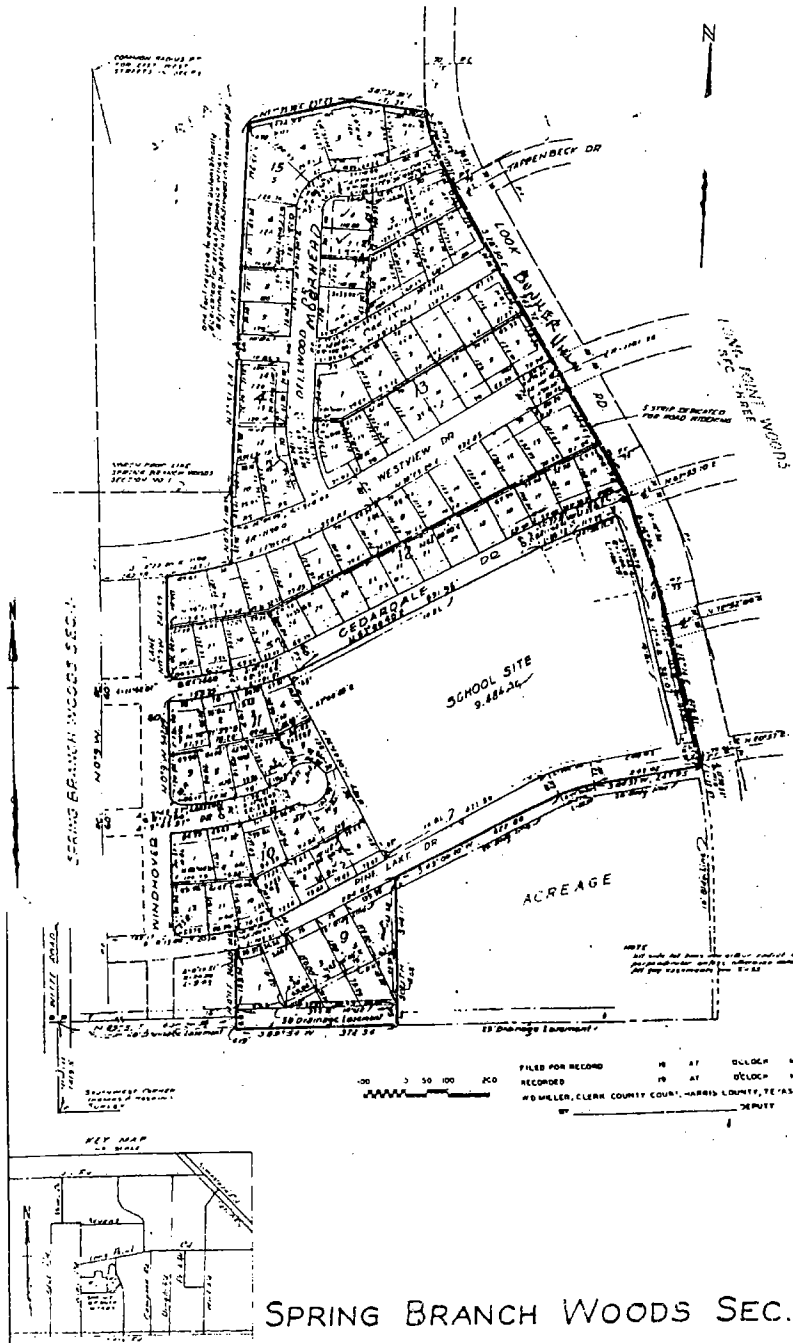
Spring Branch Woods, Section 2

2-inches in diameter measured 6-inches above the root of the tree. The tree if required, shall not be planted until after the completion of the construction of the residence on the building site.

These covenants were recorded in Harris County February 9, 1956.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants were recorded, after which time said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots have been recorded to change said covenants in whole or in part.

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



SPRING BRANCH WOODS SEC. 2

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Filed for Record _____ Feb. 6, 1956 at 4:15 o'clock P M.
Recorded _____ Feb. 23, 1956 at 8:00 o'clock R M.

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

By Charles McHugh Deputy

1553871

R E S T R I C T I O N S

At a meeting of the Board of Directors of SPRING BRANCH WOODS, INC., a Texas corporation, held in Houston, Texas, on the 18 day of JANUARY 1956, all of the Directors being present, the following resolution was adopted by unanimous vote:

BY IT RESOLVED:

That the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to SPRING BRANCH WOODS, SECTION TWO, an addition in Harris County, Texas, the plat of which was filed in the office of the County clerk, in Harris County, Texas, under clerk's No. 1532737. Said map has been duly authenticated with proper certificates showing dedication of streets, drives and easements to the use of the future residents and to the public, subject to the restrictions and covenants herein contained, to the same extent as though copied at length in said dedication certificate and said map is subject to only such minor changes, as in the judgment of SPRING BRANCH WOODS, INC., are necessiated by the efficient installation of improvements.

RESTRICTIONS AND COVENANTS OF SPRING BRANCH WOODS, SECTION TWO

PART A. * PREAMBLE

For the purpose of creating and carrying out a uniform plan for the improvement and sale of SPRING BRANCH WOODS, SECTION TWO, an addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on December 22nd, 1955, under Clerk's No. 1532737, SPRING BRANCH WOODS, INC., a Texas corporation, acting herein by and through its duly authorized officers, being the sole owner of all property located in said SPRING BRANCH WOODS, SECTION TWO, desires to restrict the use and development of the property located in SPRING BRANCH WOODS, SECTION TWO, in order to insure that it will be a high-class residential district;

NOW, THEREFORE, SPRING BRANCH WOODS, INC., being the sole owner of property known as SPRING BRANCH WOODS, SECTION TWO, an addition in Harris

County, Texas, according to the plat thereof filed in the office of the County Clerk of Harris County, Texas, on _____, 1955, under Clerk's No. _____, does hereby impose the following restrictions on said property which shall constitute covenants running with the land, and shall inure to the benefit of SPRING BRANCH WOODS, INC., Its successors and assigns, and to each and every purchaser of lands in said Addition and their assigns.

PART B - AREA OF APPLICATION

1. Fully Protected Residential Area: The covenants hereinafter, shall in their entirety apply to Block Nos. 4, 12, 13, 14 and 15.

PART C - RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed one story in height, and a private garage for not more than three automobiles.

2. Architectural Control: 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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topograph and finish grade elevation.

3. Fences: No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in part E, hereinafter.

4. Dwelling Cost, Quality and Sizes: No dwelling shall be permitted on any lot at a cost of less than \$11,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a

quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. the ground floor area of the main structure, exclusive of porches and garages, shall be not less than 1,200 square feet.

5. Building Location: No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, 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 five feet to an interior lot line, except that side yard of three feet shall be permitted for a detached garage or other permitted accessory building located 15 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. A detached garage or permitted accessory building shall not be nearer than 5 feet from the rear lot line, but in no case shall it be located so as to encroach upon the dedicated utility easements. For the purposes of this covenant, eaves, steps, open porches, open terraces, walks and patios, shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a building site to encroach upon another building site.

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12. Oil and Mining Operations: 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. 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 purposes.

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15. Water Supply: No individual or community water supply system shall be permitted on any lot.

16. Sewage Disposal: No individual or community sewage disposal or treatment system shall be permitted on any lot.

17. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the center line of 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 25 feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree 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.

18. 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 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.

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21. Trees: Each building site that does not have natural trees growing on it at the time of completion of the residence shall have planted on it a non-deciduous type of tree at least 2-inches in diameter measured 6-inches above the root of the tree. This tree if required, shall not be planted until after the completion of the construction of the residence on the building site.

PART D - ARCHITECTURAL CONTROL COMMITTEE

1. Membership: The architectural control committee is composed of TRUETT PEACHEY, J. S. NORMAN, JR., and H. H. NORMAN, 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 shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

2. Procedure: 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 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.

PART E - GENERAL PROVISIONS

1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive

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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.

2. Enforcement: Any record owner of any lot shall have the right to enforce these covenants using whatever legal method deemed advisable, against any person or persons, or other parties, violating or attempting to violate any covenant, either to restrain violation or to recover damages.

3. Severability: 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. Utility Lines: The title conveyed by SPRING BRANCH WOODS, INC., to any lot or parcel of land in SPRING BRANCH WOODS ADDITION, SECTION TWO, 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 the said SPRING BRANCH WOODS, INC., or its agents through, along or upon said premises or any part thereof to serve said property or any other portions of the Addition, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency, or to any public service corporation, or to any other party, is hereby expressly reserved in the said SPRING BRANCH WOODS, INC.,

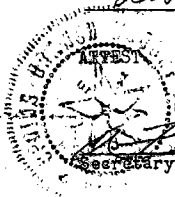
5. Liabilities: Neither SPRING BRANCH WOODS, INC., nor any utility company using the easements herein referred to, shall be liable for any damage done by them and/or their assigns, their agents, employees, or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

We, Truett Peachey, as President of SPRING BRANCH WOODS, INC., and A. F. Thomson _____, as Its Secretary, do hereby certify that the above and foregoing is a true and correct copy of the resolution of the Board of Directors of SPRING BRANCH WOODS, INC., passed and adopted at a

meeting of said Board of Directors, held at Houston, Texas.

WITNESS our hands at Houston, Texas, on this the 9th day of

February, 1956.


A. F. Thomson
Secretary

SPRING BRANCH WOODS, INC.

Truett Peachey
Truett Peachey, President

SUBSCRIBED AND SWORN to before me, this the 9th day of February

1956.



Helen Braden
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS)
COUNTY OF HARRIS))

BEFORE ME, the undersigned authority, on this day personally ~~by~~ Truett Peachey, as President of Spring Branch Wood, Inc., and A. F. Thomson Secretary of said corporation, known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 9th day of

February, 1956.

Helen Braden
Notary Public in and for Harris County, Texas



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10

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE INSTRUMENTS

THAT WE, AUGUST LOOK and wife, MINNIE LOOK, of Harris County, Texas, being the holders and owners of mortgage liens on the property platted and subdivided as SPRING BRANCH WOODS, SECTION TWO (2), a subdivision of 37.20 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 December 22nd, under Clerk's file No. 1532737, 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 Two (2).

WITNESS OUR HANDS at Houston, Texas, on this the 9th day of February, A. D. 1955.

August Look
August Look

Minnie Look
Minnie Look

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared August Look and wife, Minnie Look, 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 Minnie Look, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Minnie Look, 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 the 9th day of February, A. D. 1955.

N. A. Norman
Notary Public in and for Harris County,
T E X A S



Filed for Record Feb. 10, 1955 at 10:55 o'clock A.M.
Recorded Feb. 23, 1955 at 8:43 o'clock P.M.

W. D. MILLER, Clerk County Court Harris County, Texas
By W. D. Miller Deputy