

# 1670801

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Spring Branch Woods, Section 3

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 (1) detached single family dwelling not to exceed two (2) stories in height, and a private garage not less than two (2) nor more than three (3) 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 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 set back line unless similarly approved. Approval shall be provided in Part D., herein after.

4. Dwelling Area: No dwelling shall be constructed or permitted on any lot in Blocks Sixteen (16) and Seventeen (17) or on on Lots One (1) through Thirteen (13), inclusive, in Block Eighteen (18) of said Spring Branch Woods, Section Three, having a ground floor area of less than 1400 square feet in the main structure, exclusive of open porches and garages. No dwelling shall be constructed or permitted on Lots Fourteen (14) through Twenty-Six (26), inclusive, in Block Eighteen (18) of Spring Branch Woods, Section Three, having a ground floor of less than 1200 square feet in the main structure, exclusive of open porches and garages. No dwelling shall be constructed or permitted on any lot in Block Nineteen (19) of said Spring Branch Woods Section Three, having a ground floor area of less than 1100 square feet in the main structure, exclusive of open porches and garages.

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 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 detached garage or other permitted accessory building located 45 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 dedicated utility easements. For the purposes of this covenants, eaves, steps, open porches, open terraces, walks and patios, 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 sixty feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,300 square feet, except that dwellings may be erected on Lots Fourteen (14), Fifteen (15) and Sixteen (16) in Block Nineteen (19) as said lots are shown and described on the Plat of Spring Branch Woods, Section Three.

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 be or may become an annoyance or nuisance to the neighborhood.

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Spring Branch Woods, Section 3

9. Temporary Structures: No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding 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.

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 the construction and sale 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 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 and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

14. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall be kept 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. Water Supply Sewage Disposal: No privy, cesspool, septic tank or individual sewage disposal system, or individual fresh water well or system, shall be constructed, drilled, erected or maintained on property in said subdivision.

16. 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 23 feet from the intersection of the street right-of-way lines, or in case of a rounded property corner from the intersection of the street property lines extended. 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.

17. No building material of any kind or character shall be placed or stored upon any lot in said subdivision until the owner is ready to commence construction of 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 the property line. Upon completion of the improvements, all surplus materials shall be promptly removed.

18. 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 a lot shall be obligated to pay for the cost of such work.

Spring Branch Woods, Section 3

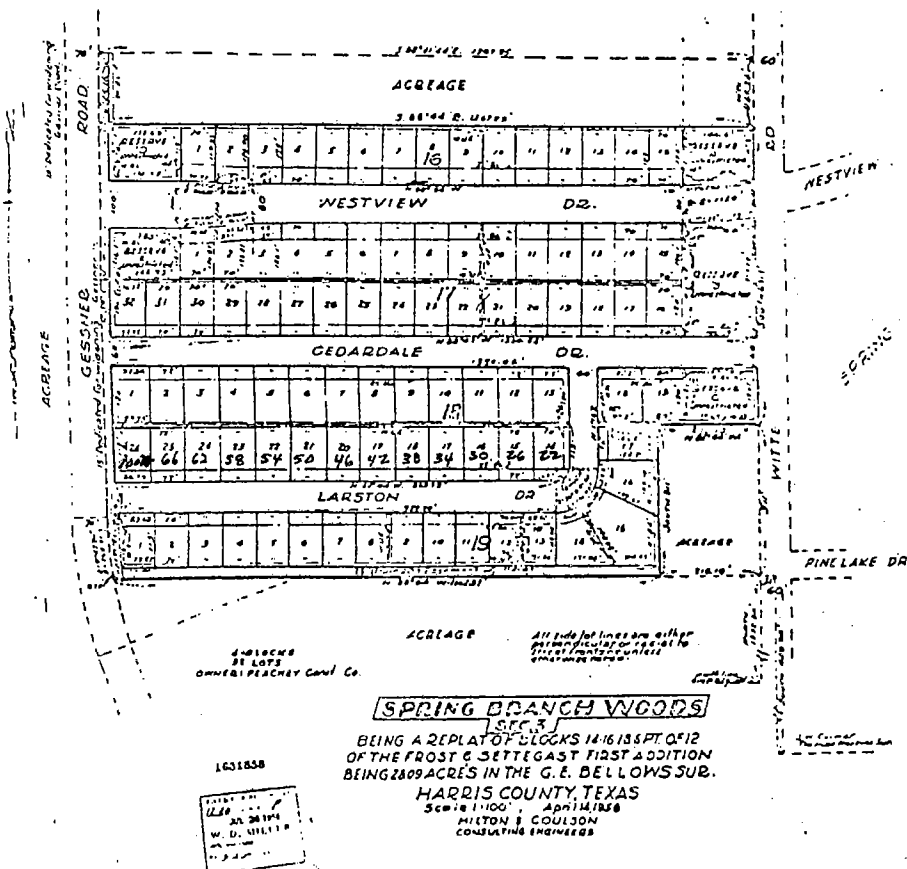
19. Public Walks: Concrete public walks shall be installed on each and every building site. The nearest edge of the public walk shall be two feet from the property line of each building site. The public walk shall be parallel to each street. On corner building sites public walks shall be parallel to both intersecting streets and shall extend to the curb of each street. Public walks are not to be installed until the construction of residence has commenced on each building site. Sidewalks shall be three feet, six inches (3'6") wide.

20. 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 tree at least two inches (2") 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 residence on the building site.

These covenants were recorded in Harris County September 4, 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 are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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 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.



1670801

STATE OF TEXAS |  
COUNTY OF HARRIS |

KNOW ALL MEN BY THESE PRESENTS:

That PEACHEY CONSTRUCTION COMPANY, a Texas corporation acting herein by and through its duly authorized President and Secretary, of Harris County, Texas, and G. E. BAUER and J. C. BAUER, JR., both of Harris County, Texas, being the owners of all of the real property platted and subdivided as Spring Branch Woods, Section Three (3), a Subdivision of 28.09 acres of land in the G. E. Bellows Survey in Harris County, Texas, according to the Plat of said Subdivision filed for record in the office of the County Clerk of Harris County, Texas on JULY 26, 1956, under Clerk's File No. 1,631,858, for the purpose of creating and carrying out a uniform plan for the development and maintenance of Spring Branch Woods, Section Three, as an attractive and desirable suburban subdivision, do hereby make, impose, adopt, promulgate and establish the following covenants, restrictions and reservations on all property in said Spring Branch Woods, Section Three, all of which shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, and upon all of the owners of property in said subdivision, their heirs and assigns, to-wit:

PART A. - AREA OF APPLICATION

1. Fully Protected Residential Area: The covenants hereinafter set forth shall apply in their entirety to Lots One (1) through Fifteen (15), inclusive, in Block Sixteen (16), Lots One (1) through Thirty-two (32), inclusive, in Block Seventeen (17), Lots One (1) through Twenty-six (26), inclusive, in Block Eighteen (18) and Lots One (1) through Nineteen (19), inclusive, in Block Nineteen (19), all in said Spring Branch Woods, Section Three (3). These covenants shall not apply to those areas denominated Reserves "A", "B", "C", "D" and "E", Unrestricted on the Plat of Spring Branch Woods, Section Three.

PART B. RESIDENTIAL AREA COVENANTS

1. Use of Land: The lot shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height, and a private garage for not less than two (2) nor more than three (3) 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 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 as provided in Part D., hereinafter.

4. Dwelling Area: No dwelling shall be constructed or permitted on any lot in Blocks Sixteen (16) and Seventeen (17) or on Lots One (1) through Thirteen (13), inclusive, in Block Eighteen (18) of said Spring Branch Woods, Section Three, having a ground floor area of less than 1400 square feet in the main structure, exclusive of open porches and garages. No dwelling shall be constructed or permitted on Lots Fourteen (14) through Twenty-six (26), inclusive, in Block Eighteen (18) of said Spring Branch Woods, Section Three, having a ground floor area of less than 1200 square feet in the main structure, exclusive of open porches and garages. No dwelling shall be constructed or permitted on any lot in Block Nineteen (19) of said Spring Branch Woods, Section Three, having a ground floor area of less than 1100 square feet in the main structure, exclusive of open porches and garages.

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

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lot line, or nearer than 20 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 detached garage or other permitted accessory building located 45 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 covenants, 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.

6. Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than sixty feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,300 square feet, except that dwellings may be erected on Lots Fourteen (14), Fifteen (15) and Sixteen (16) in Block Nineteen (19) as said lots are shown and described on the Plat of said Spring Branch Woods, Section Three.

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 be or 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 outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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

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 the 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, lateral 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.

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 the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. Water Supply and Sewage Disposal: No privy, cesspool, septic tank or individual sewage disposal system, or individual fresh water well or system, shall be constructed, drilled, erected or maintained on any property in said subdivision.

16. 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 are a line connecting them at points 25 feet from the intersection of the corner of the lot, or any other corner of a rounded property corner from the intersection of the street property lines of the lot. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. No building material of any kind or character shall be placed or stored upon any lot in said subdivision until the owner is ready to commence construction of 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 the property line. Upon completion of the improvements, all surplus materials shall be promptly removed.

18. 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 down 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.

19. Public Walks: Concrete public walks shall be installed on every 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 walk shall run parallel to each street. On corner building sites 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 the construction of a residence has been commenced on each building site. Sidewalks shall be three feet, six inches (3'6") wide.

20. 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 two-inches (2") in diameter



measured six inches (6") above the root of the tree. This tree is required, shall not be planted until after the completion of the construction of the residence on the property here.

PART C. - ARCHITECTURAL CONTROL COMMITTEE

1. Membership: The Architectural Control Committee is composed of *J. C. Quinn, Jr. and D. F. Bauer* TRUETT PEACHEY, *W. H. HILTON* and *F. C. JONES, JR.*, 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 relevant covenants shall be deemed to have been fully complied with.

PART D. - 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 periods of ten (10) 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.

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2. If any of the parties hereto, their heirs, executors, administrators, successors or assigns, or any other owners of Lots in said subdivision shall violate or attempt to violate any of the restrictions, covenants or reservations herein contained, any of the parties hereto or any other lot owner or owners in said subdivision 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 restrictions, covenants and reservations herein set forth.

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 to any lot or parcel of land in said subdivision 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 any of the parties hereto, or their Agents, or any utility company through, along or upon such premises or any part thereof to serve said property or any portions of the addition, and the right of said owners thereof to maintain, repair, sell or lease such lines, utilities and appurtenances is hereby expressly reserved.

5. Liabilities: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of said subdivision. Neither the parties hereto, nor any governmental authority, nor any utility company using the easements herein referred to shall be liable for any damage done by them, their Agents, servants or employees, to shrubbery, trees or flowers, or other property of the owner situated on the

Hand Subject Company Registered  
WITNESSE OUR HANDS at Houston, Texas, on this 4th day of September, 1956.

PEACHEY CONSTRUCTION COMPANY

WITNESSE:

Barbara Peachey  
Secretary

By: Truett Peachey  
President

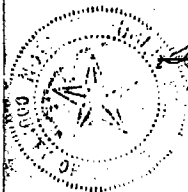
G. E. Bauer  
G. E. BAUER

J. C. Bauer, Jr.  
J. C. BAUER, JR.

STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared TRUETT PEACHEY, President of PEACHEY CONSTRUCTION COMPANY, a Texas 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 4th day of September A.D., 1956.

Tom King Melder  
Notary Public in and for  
Harris County, Texas

STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared G. E. BAUER and J. C. BAUER, JR., 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.

GIVEN under my hand and seal of office, this 11 day of Oct A.D., 1956.



William H. Lobb  
Notary Public in and for  
Harris County, T e x a s  
WILLIAM H. LOBB  
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, ARTHUR D. WILBUR and wife, GLADYS V. WILBUR, J. C. BAUER and wife, LENORA BAUER, and MRS. C. E. GROCE, a widow, all of Harris County, Texas, being the holders and owners, respectively, of mortgage liens on portions of the property platted and subdivided as Spring Branch Woods, Section Three (3), a Subdivision of 28.09 acres of land out of the G. E. Bellows Survey, in Harris County, Texas, according to the Plat of said Subdivision filed for record in the office of the County Clerk of Harris County, Texas on July 26, 1956, under Clerk's File No. 1,631,858, 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 Three.

WITNESS OUR HANDS at Houston, Texas, on this the 29<sup>th</sup> day of August, A.D., 1956.

Arthur D. Wilbur  
ARTHUR D. WILBUR

Gladys V. Wilbur  
GLADYS V. WILBUR

J. C. Bauer  
J. C. BAUER

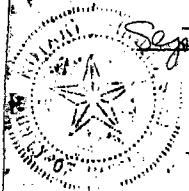
Lenora Bauer  
LENORA BAUER

Mrs. C. E. Groce  
MRS. C. E. GROCE, a widow

STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared ARTHUR D. WOODRUFF and GLADYS W. WOODRUFF, wife of the said ARTHUR D. WOODRUFF, 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 GLADYS W. WOODRUFF having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said GLADYS W. WOODRUFF acknowledged such instrument to be her act and deed, and declared that she had voluntarily 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 8<sup>th</sup> day of September, A.D., 1956.

Daisy May Holley  
Notary Public in and for  
Harris County, T e x a s

STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared J. C. BAUER and LENORA BAUER, wife of the said J. C. BAUER, 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 LENORA BAUER having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said LENORA BAUER 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 15<sup>th</sup> day of October, A.D., 1956.

Jean Lowe  
Notary Public in and for  
Harris County, T e x a s

STATE OF TEXAS |

COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared MRS. C. E. GROCE, a widow, 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 29<sup>th</sup> day of August, A.D., 1956.

Daisy May Holley  
Notary Public in and for  
Harris County, T e x a s

Filed for Record \_\_\_\_\_ October 23, 1956 at 10:35 o'clock A.M.  
Recorded 10816-7956 at 2:40 o'clock P.M.  
W. D. MIZLER, Clerk County Court Harris County, Texas  
By Harley C. Felber Deputy