

COVENANTS

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1978, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

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

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

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

4. No residential structure shall be erected or placed on any building plot which has a width of less than sixty (60) feet along the front line and an area of less than seven thousand (7,000) square feet, except that a residence may be erected on Lots Fifteen (15), Sixteen (16), Seventeen (17) in Block 1 and Lots Two (2), Four (4), Five (5), Six (6) in Block Two (2) and Lots Eight (8) and Nine (9) in Block Three (3).

5. No Trade or business and no noxious or offensive activity shall be carried on upon any residential lot or tract, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood, nor shall anyone owning property in this addition keep any livestock of any kind thereon.

6. Lots One (1) through Eight (8) inclusive in Block One (1) and Lot One (1) in Block Two (2), shown as "RESERVE" lot on the recorded plat, may be used as business sites for any type of business or stores which may be of benefit to the residents of said community.

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

8. The ground floor area of the main structure, exclusive of porches, garages, and/or servants quarters, shall contain not less than Nine Hundred (900) square feet.

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

10. Easements affecting all lots in this tract are reserved as shown on the recorded plat for installation and

Long Point Woods, Section 1

maintenance of utilities and drainage facilities, and in addition to the easements designated on said plat there is hereby an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to said easements as dedicated on said plat.

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

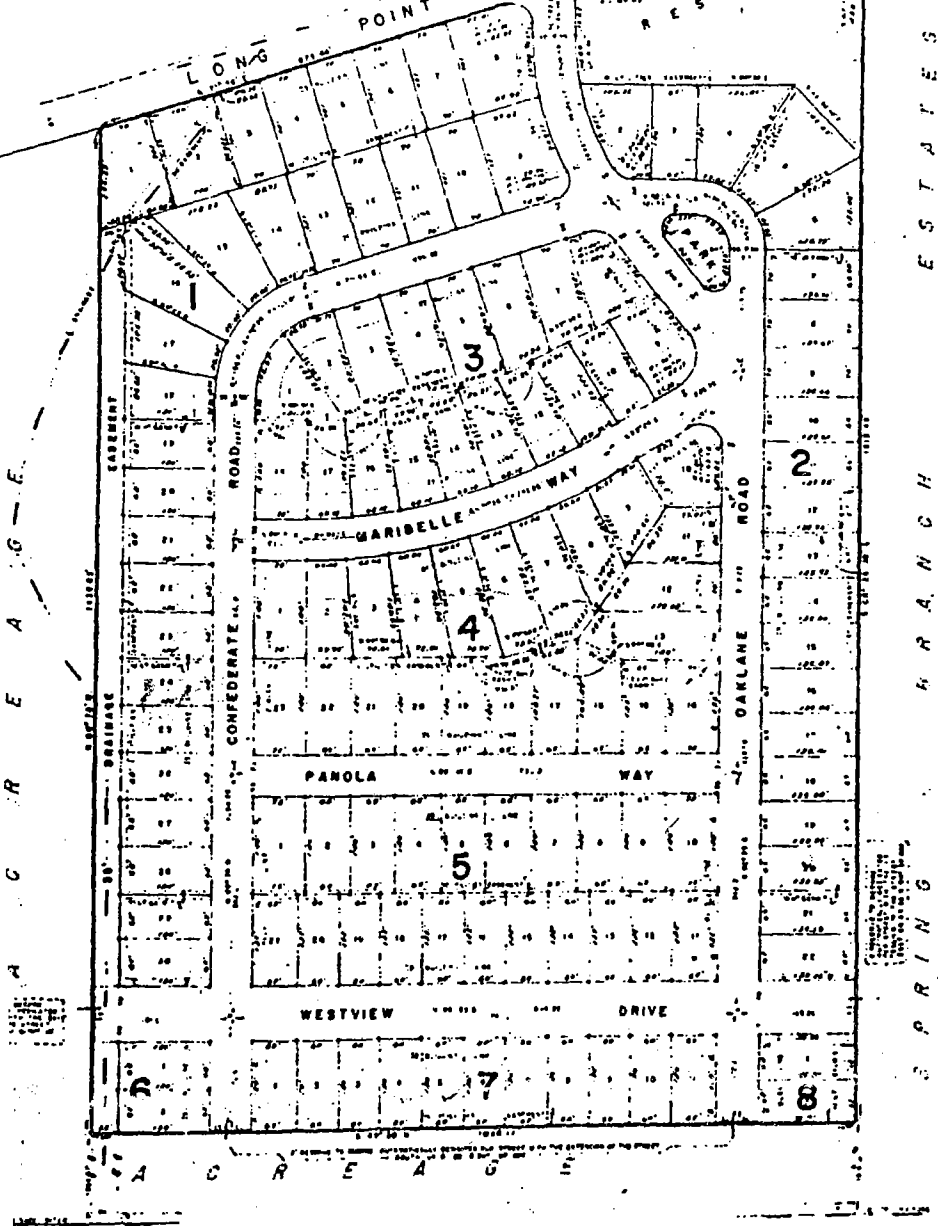
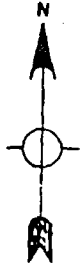
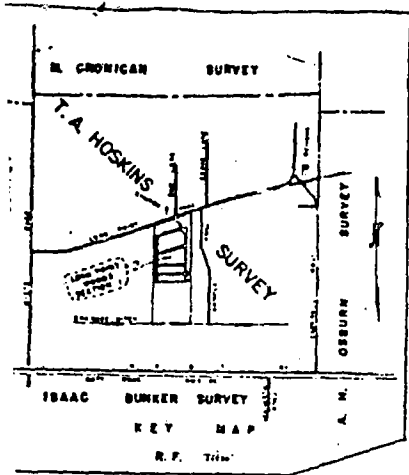
12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring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

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

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

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

These restrictions/covenants were recorded in Harris County on June 17, 1952.



STATE OF TEXAS  
 COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name and signature are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires \_\_\_\_\_

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 1931.

STATE OF TEXAS  
 COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name and signature are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires \_\_\_\_\_

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 1931.

STATE OF TEXAS  
 COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name and signature are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires \_\_\_\_\_

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 1931.

*Charlotte E. [Signature]*  
 Notary Public in and for Texas

STATE OF TEXAS  
 COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name and signature are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires \_\_\_\_\_

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 1931.

*Red [Signature]*  
 Notary Public in and for Texas

STATE OF TEXAS  
 COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name and signature are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires \_\_\_\_\_

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 1931.

*[Signature]*  
 Notary Public in and for Texas

**LONG POINT WOODS SECTION I**

879180  
 38 pg 41  
 MAR 28 1932

SUBDIVISION OF 40.45 ACS. OUT OF THE THOMAS A. HOSKINS SURVEY, HARRIS COUNTY, TEXAS.

NOTE: This map was prepared by the undersigned for the purpose of showing the location of the lots and blocks shown hereon.

Office of **J. S. BOYLES, C. E.** Houston, Texas.

April 2, 1931

SCALE: 1" = 100'

1762

604

604

STATE OF TEXAS  
COUNTY OF HARRIS

1012365

WHEREAS, LONG POINT DEVELOPMENT CO., is the sole owner of the lots and properties situated in LONG POINT WOODS, an addition to the City of Houston, Harris County, Texas. Section One (1) of said addition as per plat filed for record in the Office of the County Clerk of Harris County, Texas, under file no. 979-180, in the Map Records of Harris County, Texas; which section consists of Lots One (1) through Thirty (30), inclusive in Block One (1), Lots One (1) through Twenty Two (22) inclusive in Block Two (2), Lots One (1) through Eighteen (18) inclusive in Block Three (3), Lots One (1) through Twenty Three (23) inclusive in Block Four (4), Lots One (1) through Twenty One (21) inclusive in Block Five (5), Lots One (1) and Two (2) in Block Six (6), Lots One (1) through Eleven (11) in Block Seven (7), and Lots One (1) and Two (2) in Block Eight (8). Section Two (2) will be platted from approximately thirty three acres of land also owned by the LONG POINT DEVELOPMENT CO. and lying immediately South and adjacent to Section One; the following restrictions shall apply to the lots as platted in Section One.

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

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

(1). These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st., 1978, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

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

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

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

(4). No residential structure shall be erected or placed on any building plot which has a width of less than sixty (60) feet along the front line and an area of less than seven thousand (7000) square feet, except that a residence may be erected on Lots Fifteen (15), Sixteen (16), Seventeen (17) in Block One (1) and Lots Two (2), Four (4), Five (5), Six (6) in Block Two (2) and Lots Eight (8) and Nine (9) in Block Three (3).

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(6). Lots One (1) through Eight (8) inclusive in Block One (1) and Lot One (1) in Block Two (2), shown as a "RESERVE" lot on the recorded plat, may be used as business sites for any type of business or stores which may be of benefit to the residents of said community.

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

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

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

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

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

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

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

606 606

No fence, wall, hedge or mass planting shall be permitted to extend nearer to any street than the minimum building set-back line.

EXECUTED this the 17 day of June A.D., 1952.

ATTEST LONG POINT DEVELOPMENT CO.

W. H. Harcliff Secretary By Jim Leavell President.

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared Jim Leavell President of Long Point Development Co., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of June A. D., 1952.

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

Filed for Record June 20 1952 at 4:05 o'clock P.M.  
Records July 7 1952 at 9:52 o'clock A.M.  
W. D. MILLER, Clerk County Court, Harris County, Texas.  
B. Mamelle Jenkins Deputy.

K328876

12/16/85 00168187 K328876 \$ 5.00

PROTECTIVE COVENANTS

033-77-2042

*Exempts*

Carl White, the record owner of a 0.3090 acre tract of land being Lot 1 and the west 4 feet of Lot 2, Block 1, Long Point Woods, Section One, also known as 9605 Long Point Road according to the plat thereof recorded in Volume 38, Page 41 of the Map Records of Harris County, Texas, and Entex, Inc. is the owner of an interest in a 5 foot wide Entex easement along the north and east side of said 0.3090 acres, a 10 foot utility easement along the east side and a 5 foot utility easement along the south side of said 0.3090 acres. Carl White and Entex, Inc. do hereby covenant and agree as follows.

Entex, Inc. acknowledges and consents to the encroachment of concrete pavement for driveway and parking purposes into the utility easement in which Entex, Inc. owns an interest. Entex, Inc.'s acknowledgement and consent is specifically limited to the encroachment herein described and no additional encroachment of any nature whatsoever shall be construed as having been consented to herein.

Carl White acknowledges the existence of two (2) inch natural gas distribution line within said utility easement, and herein agree and covenant to indemnify and hold harmless Entex, Inc., its successors and assigns, from and against any and all liability, losses, claims, demands, injury or other casualty to property and to persons, including costs and attorney's fees, caused by, growing out of, or occurring in connection with the hereinabove referenced encroachment upon the utility easement.

Entex, Inc. expressly reserves the right, and Carl White expressly acknowledges and consents to this right, to remove without liability therefor, any material or structure constituting the encroachment acknowledged herein, should such removal be desirable in order for Entex, Inc. to gain access for any reason whatsoever to Entex, Inc.'s properties in or on such easement. The parties hereto expressly agree that Entex, Inc. shall in no way be liable for any removal and/or damage done to such materials and/or structures. Furthermore, the parties hereto specifically agree that Entex, Inc. shall under no circumstances be under any duty or responsibility to restore any materials and/or structures so removed and/or damaged.

The conditions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring any interest in the property, described herein, whether by descent, demise, purchase, gift, or otherwise.

Accepted and agreed to this the        day of December, 1985.

ENTEX, INC.

By:

*Carl White*  
Carl White

By:

*Howard E. Bell*  
Howard E. Bell, Sr. Vice President

No. 85-85

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

033-77-2043

BEFORE ME, the undersigned authority, on this day personally appeared Howard E. Bell, Sr. Vice President, of ENTEX, INC., known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as an act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11<sup>th</sup> day of December, 1985.



*Manuel R. Perez III*  
Notary Public in and for  
Harris County, Texas

MANUEL R. PEREZ III  
Notary Public, State of Texas  
My Commission Expires 7-3-89

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Carl White, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14<sup>th</sup> day of December, 1985.

FILED  
DEC 16 10 33 AM 1985  
Quinta Roddenberry  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Joan Bourgain Miller*  
JOAN Bourgain Miller  
Notary Public in and for  
Harris County, Texas

STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me, and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas on

DEC 16 1985



*Quinta Roddenberry*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

Return to: Entex Inc.  
P. O. Box 2628  
Rm. 1175  
Houston, Texas 77001