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THE STATE OF TEXAS)
(
COUNTY OF HARRIS)

1389299

026-57-649

WHEREAS, ELMER E. CARY, of Houston, Harris County, Texas, is the owner of the following described property, to-wit:

ALL of EL CARY ESTATES, a Subdivision out of the RITSON MORRIS SURVEY in Harris County, Texas, according to the plat of said Subdivision appearing of record in the office of the County Clerk of Harris County, Texas, under Clerk's File No. 1363534;

and for the purpose of carrying out a uniform plan for the improvement and sale of property in said Addition as a restricted subdivision, the following restrictions are hereby established and adapted subject to the provisions hereof, and shall be considered a part of each and every contract and deed affecting all or any portion of said Subdivision, whether or not such deed or contract contains a reference to these restrictions; and these restrictions, covenants and conditions shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of the said ELMER E. CARY, and all subsequent purchasers of any lot or lots in said subdivision, and each such purchaser shall be subject to and bound by these restrictions, covenants and conditions, as follows:

I.

All lots in the Subdivision, except Lots 11, 12 and 1A in Block 1, shall be known and are here described as residential lots. As to said Lots 11, 12 and 1A in Block 1, same may be used for business purposes. No structure shall be erected and placed on any residential building lot other than one single family dwelling not to exceed two stories in height, and a detached or attached private garage for not more than three cars. This provision shall not prevent the erection on any one lot of a swimming pool and appurtenances, or a barbecue pit. Lots 1A and 5 in Block 1 may be resubdivided, but Lot 5 in Block 1 may not be resubdivided into more than three separate residential building plots. No other lots in the subdivision may be resubdivided.

II.

No main structure shall be erected on any residential building plot unless same complies with the following requirements as to area, such area to be computed to include covered and enclosed porches, but not to include open porches and

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Harris County, Texas

Deputy



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garages:

- (a) In Blocks 6, 7 and 8, not less than 800 square feet;
- (b) In Blocks 4 and 5, not less than 900 square feet;
- (c) In Blocks 2 and 3, not less than 1000 square feet;
- (d) On Lots 6, 7, 8, 9 and 10 in Block 1, not less than 1000 square feet;
- (e) On Lots 1, 2, 3 and 4 in Block 1, not less than 1500 square feet; and
- (f) On the three lots comprising Lot 5, Block 1, not less than 1500 square feet on the lake front lot and 1000 square feet on the other two lots.

III.

No residence shall be constructed or located nearer to the front line nor nearer to the side street line than the building set back lines shown on the recorded plat of this subdivision, nor nearer than five feet to any interior side lot line. This provision applies to galleries, porches, porte cocheres, steps, projections and every other permanent part of the structure where same is covered by roof or other covering.

IV.

No signs, billboards, posters or advertising devices of any character shall be erected or maintained on any residential building plot, except that the subdivider may construct and maintain such signs or advertising devices as is customary in connection with the general sale of property in the subdivision.

V.

No liquors of any kind whatsoever, that may be capable of producing intoxication, shall ever be sold on any of said lots, including Lots Nos. 11, 12 and 1A in Block 1.

VI.

No basement, tent, shack, garage, barn or other outbuildings erected in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No unsightly items, such as utility trailers, broken-down automobiles or trucks of any type, shall ever be stored or parked in the subdivision unless same is stored in garage or other outbuilding, under cover. Outside toilets and cess pools are prohibited upon any lot in this subdivision and all septic tanks shall be constructed according to the specifications recommended by the Texas State Health Department and, where possible, shall drain toward the rear of each lot.

VII.

No noxious or offensive trade shall be carried on upon any part of this subdivision, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood, which includes, but not limited to, loud music,

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including air-guns of any nature
use of any type of firearms, within the subdivision, or use of any electrical
devices which may interfere with radio or television reception in the subdivision.

VIII.

No livestock or poultry of any kind shall be kept or maintained on any part of this subdivision, except pets, and they shall not be kept, bred or maintained for any commercial purposes.

IX.

No part of this subdivision as also the lake on which it borders, shall ever be used or maintained as a dumping ground for rubbish. Trash, garbage or waste shall only be stored in sanitary containers. All incinerators or other equipment for storage and disposal of such material shall be kept, as much as possible, out of sight, and in a clean and sanitary condition. Each lot owner shall be required to keep the weeds cut on his property, and shall not permit the accumulation of trash, rubbish or other unsightly objects on the premises.

X.

No fence, wall or hedge in excess of four feet in height shall be permitted on any lot in this subdivision. No fence or hedge shall extend beyond the front building set back line.

XI.

No oil drilling, oil development or exploratory operations, oil refining, or mining operations of any kind shall be permitted on any part of this subdivision.

XII.

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 El Caryl Estates Planning 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. Approval shall be as hereinafter provided.

The Planning Committee shall give or withhold approval (as in the judgment of the committee is proper) of all matters set out in the preceding paragraph and of other matters hereinafter specified. Said Committee shall be composed of ROBERT OTTOSEN, SR., E. D. MCCRORY and ELMER E. CARY.

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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 after a period of three years from date of this instrument, 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.

The approval or disapproval of the committee as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, 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.

XIII.

All of the restrictions and covenants herein set forth shall continue and be binding upon the parties hereto, and upon their heirs and assigns, for a period of 25 years from the date this instrument is filed for record in the office of the County Clerk of Harris County, Texas, and shall automatically be extended thereafter for successive periods of 15 years; PROVIDED, however, that the owners of the legal title to the lots as shown by the records of Harris County having more than 50% of the lots shown on plat of record may release all of the lots hereby restricted from any one or more of said restrictions and covenants, and may release any lot or building site shown on said plat from any restrictions or covenants created by deed or by this instrument at the end of the first 25 year period or at the end of any 15 year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purpose, and filing the same for record in the manner than required for the recording of land instruments, at least two (2) years prior to the expiration

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of the first 25 year period, or at least two (2) years before the expiration of any 15 year period thereafter.

XIV.

The tract of land designated as "private park" on the map of EL CARY ESTATES, is hereby dedicated as a private park for the use and benefit of all owners of lots in said subdivision, and their guests, to provide access to the lake front, such right of access to be equally enjoyed by all lot owners in the subdivision and their guests; but it is contemplated by the undersigned, and the right is hereby reserved in the undersigned, to convey said private park to a civic organization to be composed of all ~~lot owners~~ E.E.C. of the lot owners in the subdivision, subject to such rights of access as above mentioned and the use of any improvements added to the park by the civic organization, such as playground equipment, pier, etc., shall be subject to any rules, regulations and conditions imposed by said civic organization.

XV.

The restrictions herein set forth shall be binding upon the parties hereto, their heirs and assigns, and all parties claiming by, through or under them, and all subsequent owners of property in said Addition, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; PROVIDED, however, that no such person or corporation shall be liable except in respect to breaches committed during its, his or their ownership of said property. The violation of any such restrictions, covenant or condition shall not operate to invalidate any mortgage, deed of trust, or lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject, nevertheless, to the restrictions, covenants and conditions herein mentioned. The said ELMER E. CARY shall have the right to enforce observance and performance of such restrictions, covenants and conditions, and in order to prevent a breach, or to enforce the observance or performance of same, shall have the right, in addition to all other legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restriction, covenant or condition, or to enforce performance of same.

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XVI.

Each numbered lot in said subdivision shall, when sold, be made subject by proper covenant to an annual maintenance charge at the rate of \$6.00 per lot for the purpose of creating a fund to be known as the Maintenance Fund, and each contract of sale and each deed executed in connection with the sale of each of said lots shall contain appropriate provisions adopting and incorporating therein the terms and provisions of this instrument with respect to said maintenance fund. Such charge shall be payable annually on the 1st day of January each year in advance, beginning January 1, 1955, to the civic organization mentioned in Paragraph XIV above, at a place to be designated by said civic organization at the office of their successors, assigns and nominees, a similar charge being payable on a pro rata basis for that portion of any calendar year remaining after the date of execution of any contract of purchase. The total fund arising from such payments shall be deposited in a special account in a bank or banks in the City of Houston, Texas, and shall be applied by the civic organization, their successors, assigns or nominees, so far as it may be sufficient, toward the payment of maintenance expenses incurred for any or all of the following purposes: Lighting, improving and maintaining the streets, paths, parks, parkways and easements or rights-of-way acquired by purchasers of the lots in said subdivision, collecting and disposing of garbage, ashes, rubble and the like, employing peaceofficers and watchmen, providing fire protection, caring for vacant lots and doing any other thing necessary or desirable in the opinion of said civic organization, their successors, assigns and nominees, to keep the property neat and in good order, or which they consider of general benefit to the owners or occupants of said subdivision, it being understood that the judgment of the civic organization, their successors, assigns and nominees, in the expenditure of said fund shall be final so long as such judgment is exercised in good faith. The obligation to pay such maintenance charge shall, in any event, extend for a period of fourteen (14) years, commencing January 1, 1955, and remaining effective until December 31, 1969, but at any time during the year 1969 the then owners of a majority of the lots in said subdivision paying such charge may vote to continue such charge for a period of five (5) years additional, and then similarly for successive additional period of five (5) years, as often and as long as the owners of the majority of the owners of said lots may desire, the owner being entitled

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to one vote for each lot owned by him, such action to be evidenced by written instrument signed and acknowledged by said owners of the majority of said lots and recorded in the Deed Records of Harris County, Texas. Such annual charge may be adjusted from year to year, as the needs of the property may in their judgment require, such adjustment, however, to be with the consent of a majority of the owners of lots in the subdivision, the owner to be entitled to one vote for each lot owned by him.

EXECUTED this 4th day of February, 1955.

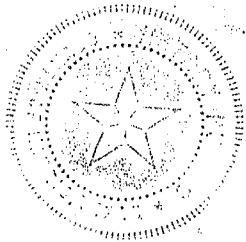
Elmer E. Cary
(ELMER E. CARY)

THE STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared ELMER E. CARY, 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 2nd day of March, 1955.

Margaret Kovar
Notary Public in and for Harris County, Texas.



Filed for Record March 2, 1955 at 2:10 o'clock P.M.

Recorded April 12, 1955 at 2:36 o'clock P.M.

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

B. Arthur McNeely Deputy

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