

FILED FOR RECORD AT
JUN 26 1959
R. E. TURRENTINE, JR.
Clerk, County Court, Harris Co. Texas
By *[Signature]*
DEPUTY

LAW OFFICES
ALVIN S. MOODY, JR.
ABSTRACT & TITLE BUILDING
CORNER AT CAROLINE
HOUSTON, TEXAS

5-450

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VOL 3733 PAGE 538

DEEDS

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS:

SOUTHBANK CORPORATION, a Texas Corporation, owner of the lands and premises hereinafter described for the purpose of evidencing and setting forth a substantially uniform plan of development which it has adopted for such lands and premises, does hereby covenant and provide that SOUTHBANK CORPORATION, a Texas Corporation, as well as its successors and assigns, and all parties holding title by, through and under it, shall hereinafter have and hold title to the following described lands and premises, to-wit:

Lots Nos. 1 through 17, inclusive, in Block No. 16;
Lots Nos. 1 through 32, inclusive, in Block No. 17;
Lots Nos. 1 through 34, inclusive, in Block No. 18;
Lots Nos. 1 through 24, inclusive, in Block No. 19;
Lots Nos. 1 through 39, inclusive, in Block No. 20;
Lots Nos. 1 through 49, inclusive, in Block No. 21;
Lots Nos. 1 through 25, inclusive, in Block No. 22;
Lots Nos. 1 through 34, inclusive, in Block No. 23;
Lots Nos. 1 through 31, inclusive, in Block No. 24; and
Lots Nos. 1 through 5, inclusive, in Block No. 25;
all in CRESTMONT PARK, SECTION TWO, a Subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in the office of the County Clerk of Harris County, Texas, under Document File No. 87183-A,

subject to the following restrictions, reservations and covenants running with the land, which SOUTHBANK CORPORATION, a Texas Corporation, owner, agrees shall be binding upon and shall be observed by itself, its successors and assigns, and shall run in favor of and be enforceable by any person who shall hereafter own any of said lots above described.

PART A - RESIDENTIAL COVENANTS

1. No platted lot shall be used except for residential purposes and no building 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.

2. 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 elevations. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building setback lines unless similarly approved.

3. No dwelling shall be permitted on any lot at a cost of less than \$6,500.00 based on costs as of January 1, 1958. The ground floor area of the main structure exclusive of one-story open porches and garages, shall not be less than 900 square feet for one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat, and also no building shall be located nearer than five (5) feet to an interior lot line except that a three (3) foot side yard shall be required for a garage or other permitted accessory building located seventy (70) feet or more from the front property line. No single family residence shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line.

5. No lot shall be resubdivided into nor shall any dwelling be erected or placed on any lot having a width of less than fifty-eight (58) feet at the minimum building set back line, except on Lots Thirty (30) and Thirty-one (31), in Block Twenty (20), on which said lots a dwelling may be erected on the lots as platted, the width of such lots at the building setback line being approximately fifty-six (56) feet.

6. No lot shall be resubdivided into nor shall any dwelling be erected or placed on any lot having an area of less than 5,800 square feet.

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

8. 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. 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.

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 to advertise the property during the construction and sales period.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts, be permitted upon or on 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.

12. 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.

13. 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 purpose.

14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway 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 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 10 feet from the intersection of a street property line within the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

PART B - RESERVATIONS

The plat filed for record dedicates for public use as such the streets, alleys, parks and easements shown thereon; and there were reserved,

and the same are hereby expressly reserved, in Southbank Corporation the following rights, titles and easements, which reservations shall be referred to and made a part of and construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Southbank Corporation conveying said property or any part thereof.

1. Southbank Corporation reserves unto itself, its Agents, Successors and Assigns, the right to construct, lay and maintain in, along, under, over and upon, said streets, wires and poles for the purpose of constructing and maintaining a system of electric lights, power, telegraph and telephone line or lines and connections; and to construct, lay and maintain in, along, under and upon any and all of said streets and drives and along easements provided therefor all pipes, conduits and appurtenances necessary and proper for the construction and maintenance of a system of drainage, a system of sewerage and a system for the supply of water, gas, light and power, telegraph and telephone service or any of them, in and to said addition and to the inhabitants thereof and for all other purposes incident to the development and use of said property as a community unit.

2. Easements are reserved as shown on the recorded plat. Southbank Corporation reserves the right to use said easements for the purpose of constructing, operating, maintaining and repairing a system or systems of light, electric power, telephone and telegraph lines or gas, sewer, water or any other utility facilities or services that said Southbank Corporation sees fit to install, supply or maintain, to serve said lots and homesite tracts in said CRESTMONT PARK, SECTION TWO, as shown on the aforesaid map recorded in the Map Records of Harris County, Texas, to which map reference is here made.

3. Neither Southbank Corporation 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 owners situated on the land covered by said easements.

4. It shall be expressly agreed and understood that the title conveyed by Southbank Corporation 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 Southbank Corporation, its successors or assigns, 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 Government Agency or to any Public Service, Corporation or to any other party is hereby expressly reserved in Southbank Corporation.

PART C - GENERAL PROVISIONS

1. The Architectural Control Committee is composed of Walter Pickett, C. H. Murray and E. L. Moody, all of Houston, 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 of the committee 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. 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 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.

3. These covenants are to run with the land and shall be binding upon all of the parties and all persons claiming under them until January 1, 1984, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the then owners of the lots. 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

persons owning real estate situated in said development or subdivision 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 doing, or to recover damages or other dues for such violation.

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

EXECUTED this the 26th day of June, 1959, by SOUTHBANK CORPORATION, a Texas Corporation, acting by and through its duly authorized officers, with its corporate seal affixed hereto.



ATTEST:
Jack Baumgardner
Secretary

SOUTHBANK CORPORATION
By *James A. Marshall*
Vice President

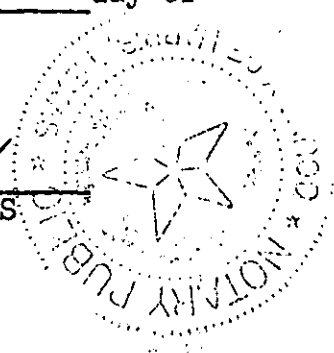
THE STATE OF TEXAS:

COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared James A. Marshall, as Vice President of SOUTHBANK 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, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of June, A. D., 1959.

Arnold Duttweiler
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS



*Return to
Telford-Petrie Co
1393 58 JLM
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STATE OF TEXAS }
COUNTY OF HARRIS }

I, R. E. TURRENTINE, JR., COUNTY CLERK, HARRIS COUNTY, TEXAS, hereby certify that the above instrument was "Filed for Record" on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume on the Page and in the RECORDS of said County as stamped hereon by me, on

JUN 29 1959

R. E. Turrentine, Jr.
COUNTY CLERK,
HARRIS COUNTY, TEXAS

