

RESTRICTIONS ON CREEK WOOD ACRES

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THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HOUSTON REALTY COMPANY, a Texas corporation, is the owner of all that certain real property comprising CREEK WOOD ACRES and herein sometimes referred to as an unrecorded subdivision of said 78.8407-acre tract of land out of that certain 224-acre tract and that certain 11.0-acre tract out of the John Donnelly Survey, Abstract No. 233, the James S. McGee Survey, Abstract No. 554, and the Elizabeth Smith Survey, Abstract No. 70, in Harris County, Texas, and,

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WHEREAS, HOUSTON REALTY COMPANY, in its desire to keep the development of said real property for the mutual benefit and pleasure of the property owners in said subdivision, and for the protection of such property values thereon, desire to place on and against said property certain protective and restrictive covenants regarding the use thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that HOUSTON REALTY COMPANY, a Texas corporation, does hereby make the file the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and/or improvements on the tracts located in said CREEK WOOD ACRES, owned by the undersigned, including the dedicated roads, avenues, streets and waterways therein as follows:

1. BUILDING PERMITS AND ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any tract, property or area in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external and structural design and quality with existing structures in the subdivision and as to location of the building, and in conformity with the declarations, reservations, protective covenants, limitations, conditions and restrictions, as hereinafter set out, and a building permit has been issued by an architectural committee

designated by HOUSTON REALTY COMPANY.

In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to be fully complied with. Notice of disapproval shall be by delivery in person or by registered letter, addressed to the owner, submitting said plans and specifications addressed to his last known address, and which said notice will set forth in detail the elements disapproved and the reason thereof. Such notice need not, however, contain any suggestions as to the methods of curing the matters and things disapproved. The judgment of the supervising authority or committee shall in all things be final.

2. RESIDENTIAL TRACTS:

All tracts in said CREEK WOOD ACRES unless otherwise designated as the aforementioned map or plat of this subdivision shall be known and designated as "Residential Tracts" and shall be used for residential purposes only, and shall be subject to the following restrictions, reservations, and protective covenants, limitations:

(a) Building Location:

No building or other structure including fences shall be located on any residential tract nearer to the street than thirty feet (30') on all tracts, except tracts 32 thru 54 inclusive which shall be twenty five feet (25'). All corner tracts shall have a ten foot (10') building line on their side line adjacent to side street. No building shall be located nearer than five feet (5') to any interior tract line, except in the event one building is constructed on more than one tract, the combined areas shall be considered as one tract. In any determination of this clause, the building line shall include open porches and garages or any other abutting structures to the principal residence. Variations from the requirements as to building location may be granted by HOUSTON REALTY COMPANY, upon the recommendation of the architectural control committee and upon such variations being ratified by all abutting property owners.

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(b) Tract Area:

No residential tract shall be re-subdivided into, nor shall any dwelling be erected or placed on, any tract having an area in frontage of less than the smallest tract in the block as shown on the unrecorded plat of said unit.

(c) Use:

No dwelling shall be erected, altered, placed or permitted to remain on any of said tracts other than a single residence, designated and constructed for use by a single family, together with such servants' quarters, garages, and other structures as may be suitable and proper for the use and occupancy of said residents as a single family dwelling, nor shall any residence constructed thereon be converted into or thereafter used as a duplex, apartment house or any other form of multiple family dwelling, nor shall any residence or combination of residences on separate tracts be advertised for use or used as hotel, tourist cottages or tourist courts or as places of abode for transient persons. No trees shall be cut on any tract without written consent of Seller unless contract is paid in full.

- (1) Except for the restrictions hereinafter set forth for other residential tracts, or the plans approved therefor, having an exterior area of less than 1,250 square feet, provided further, that split-level houses shall contain at least 1,100 square feet on the ground floor and containing a total of at least 1,500 square feet. Provided further that two story houses shall contain at least 1,000 square feet on the ground floor and containing a total of 1,600 square feet. Provided further that said square footage as set forth herein and hereafter shall be exclusive of attached garages, porches, servants' quarters or other appendages.
- (2) No building or structure shall be occupied or used until the exterior thereof is completely finished.
- (3) In no event shall any residential tract be used for any business purposes.

(k) All residences in this subdivision are to have at least a one or two-car enclosed attached garage or a two-car non-attached garage. No garage opening shall face the street; except residences on corner tracts, and they shall face their side street only.

(d) Construction:

All residences shall be at least 50% brick and only new construction materials shall be used except for used brick. No concrete blocks shall be used in said constructions and all buildings shall be built on a slab foundation. In no event shall any old house or building be moved on any tract or tracts in said subdivision. Owner or Owner's contractor must produce a bond, acceptable to HOUSTON REALTY COMPANY that said construction of any kind and character be it the primary residence, garage, porches, or appendages thereto, that the exterior construction shall be completed within 120 days after the pouring of the slab. All gas meters and butane tanks shall be placed behind the building line.

3. DESIGNATED TRACTS:

Tracts designated on the aforementioned plat for specific purposes shall be subject to the same restrictions that are applicable to Residential Tracts as long as such restrictions do not create an unreasonable hardship to carrying out the purposes for which the tracts were designated.

~~4. GARBAGE~~

Garbage and trash shall be disposed of at least once a week. ~~It shall be~~
~~used or maintained as a dumping ground for rubbish, trash, garbage or other waste.~~
All garbage or trash accumulated from day to day shall be kept in covered sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and not visible from any road or right-of-way.

5. NUISANCES:

No noxious or offensive trade or activity shall be carried on or maintained on any tract in said subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood. A nuisance shall include but not limited to: a truck larger than three-quarter ton parked on tracts or roads or

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permanently kept on property; any motor vehicle not properly licensed by the State of Texas; junk or wrecking yards, automobiles, trucks or other vehicles used for parts; water wells or private water systems shall be drilled and maintained behind building line.

6. EASEMENTS:

An easement is reserved over and across all tracts in the subdivision for the purpose of installing, preparing and maintaining, and are hereby conveyed to the proper parties (including HOUSTON REALTY COMPANY, water drainage, sewage, and telephone utility companies or municipal authorities) so that they may install, repair and maintain electric power, water, sewage, drainage, gas and telephone services for the tracts in the subdivision, and all contracts, deeds and conveyances, any of said tracts or portion thereof are hereby made subject to this easement. A ten foot (10') aerial easement adjacent to all road right-of-ways.

7. TEMPORARY STRUCTURES AND RESIDENCES:

No trailer, tent, shack, barn or other out building or structure shall be moved on this subdivision nor shall any garage or other out building be used as a temporary or permanent residence in this subdivision.

8. ANIMALS:

No horses, cows, poultry or livestock of any kind other than house pets, may be kept on said property.

9. FENCES AND PLANTS:

No fence, wall or hedge higher than three feet (3') shall be located near any front street line or waterfront tract, or nearer any side street line than twenty five feet (25'). Nor shall any fence or wall more than seven feet (7') in height be constructed in said addition. All fences built of lumber shall be painted with at least two (2) coats of paint or stain.

10. SIGNS:

No signs of any kind shall be displayed to the public view on any tract except one sign of not more than five square feet (5 sq.ft.) advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

11. MAINTENANCE FUND:

Each tract sold shall be subject to an annual maintenance fund of twenty dollars (\$20.00) per year, payable July First in advance each year. Said fund to be collected and disbursed by the officers of HOUSTON REALTY COMPANY until eighty

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percent (80%) of all tracts in said subdivision are sold, including this and all subsequent sections.

After HOUSTON REALTY COMPANY, the developer, shall have sold eighty percent (80%) of the tracts in this subdivision, any or all of the covenants herein may be annulled, amended or modified at any time by a vote of two-thirds (2/3) of the Board of Directors of HOUSTON REALTY COMPANY, upon recommendation of the architectural control committee, and ratified by a majority of the tract owners in the unit in which such amendment is proposed. All such tract owners shall be given thirty (30) days notice in writing of any proposed amendment before the same is adopted. The person or persons requesting the amendment shall bear all expense of such amendment. No amendment shall place an additional burden or restriction on tracts in said subdivision where the owner of such tract or tracts does not join in such amendment.

All covenants and restrictions are for the benefit of the entire subdivision, and shall be binding upon the purchaser or their successors, heirs and assigns.

Invalidation of any one of the covenants or restrictions by judgment of any court shall in no way effect any of the other provisions which shall remain in full force and effect.

All of the restrictions, easements and reservations herein provided and adopted as part of said subdivision shall apply to each and every tract therein and shall be taken and deemed as covenants running with the land, and which such tract or tracts are conveyed the same shall be conveyed subject to such restrictions and reservations herein, and also such as are shown on the map or plat of CREEK WOOD ACRES, Harris County, Texas, and tracts which such reservations, easements, restrictions, etc. are so referred to by reference thereto in any such deed or conveyance to any tract or tracts in said unrecorded subdivision the same shall be of the same force and effect as if said restrictions, covenants, conditions, easements and reservations were written in full in such conveyance, and each contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions, reservations, easements and restrictions as herein stated and set forth.

WITNESS MY HAND this the 27th day of September, A.D. 1966.



R. W. Weakley
R. W. Weakley, Vice President

HOUSTON REALTY COMPANY

W. C. Baltzell
W. C. Baltzell, President

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STATE OF TEXAS
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, this day personally appeared
W. C. BALTZELL, President of HOUSTON REALTY COMPANY, a Texas corporation, known
to me to be the person and officer whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the same for the purposes
and considerations therein expressed, and is the act and deed of said corporation
in the capacity therein set forth and stated.

WITNESS MY HAND AND SEAL OF OFFICE this 27th day of
September, A.D. 1966.



Mildred L. Gilliam
Notary Public in and for Harris County, Texas

MILDRED L. GILLIAM
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1967
Bonded by Alexander Lovell Lawyers Society Corp.