## 1383059

THE STATE OF TEXAS )

NOW ALL HEN BY THESE PRESENTS:

COUNTY OF HABRIS )

That LANCISIONT 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 LANCISONY CORPORATION, owner, 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:

The lands, blocks and lots in Larchmont Addition, a subdivision of a part of the H. Sanderson Survey, situated, lying and being in Harris County, Texas, in accordance with the map and plat of said subdivision approved by the Planning Commission of the City of Houston and filed for record in the office of the County Clerk of Harris County, Texas, on the 18 day of Market A. D. 1954, under file number 134377, reference being here nade to the map records of said County for all purposes of description, said lands and premises being described more particularly as follows, to-wit:

Lots One (1) through Twenty-one (21), Block One (1);

Lots One (1) through Twenty-two (22), Block Three (3);

Lots One (1) through Twenty-two (22), Block Three (3);

Lots One (1) through Thirteen (13), Block Five (5);

Lots One (1) through Twenty-four (24), Block Six (6);

Lots One (1) through Twenty-four (24), Block Six (6);

Lots One (1) through Twenty-five (25), Block Eight (C);

Lots One (1) through Twenty-six (26), Block Tine (9);

Lots One (1) through Twenty-two (22), Block Thirteen (10);

Lots One (1) through Twenty-two (22), Block Twelve (12);

Lots One (1) through Twenty-two (22), Block Thirteen (13);

Lots One (1) through Twenty-two (22), Block Thirteen (13);

Lots One (1) through Twenty-two (22), Block Thirteen (13);

Lots One (1) through Twenty-two (27), Block Fourteen (14);

Lots One (1) through Fourteen (14), Block Fifteen (15);

Lots One (1) through Fourteen (14), Block Fifteen (15);

Lots One (1) through Eleven (11), Block Sixteen (1C);

Lots One (1) through Twenty-seven (27), Block Fourteen (14);

Lots One (1) through Eleven (11), Block Sixteen (1C);

Lots One (1) through Eleven (11), Block Sixteen (1C);

Lots One (1) through Twenty-seven (27), Block Fourteen (14);

Lots One (1) through Eleven (11), Block Sixteen (1C);

Lots One (1) through Twenty-seven (27), Block Fourteen (14);

subject to the following restrictions, reservations and covenants running with the land, which Larchmont 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 subdivided and platted land above described.

## PART A - RESIDENTIAL COVENANTS

- 1. We platted lot shall be used except for residential purposes. No building shall be creeted, altered, placed or permitted to remain on any residential 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 restriction is to apply to all residential lots except as follows:
  - (a) On Lots 1 through 11, Block 1; and Lots 1 through 10, Block 2, there may be constructed apartment buildings of no more than four residential units each with a private garage for each unit of such

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Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

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apartment buildings and any other outbuildings incidental to the residential use of said lot.

- 8. No building shall be creeted, 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 Condition as to quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade clevation. To force or wall small be ordered, placed or altered on any lot mourer to any street than the minimum building set-back line.
- The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1800 square lest for a one-story dwelling, nor less than 1800 square feet for a dwelling of more than one story.
- C. Lo building shall be located on any lot scarer to the Front lot line or measure to the side street line than the chainan building set back line shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-Rive Reet to the Front lot line, or measure than ten feet to any time street line. No building shall belocated measure than live Reet to any interior lot line except than a three (C) Root side yard shall be required for a garage or other permitted accessory building located seventy (70) feet or here from the front property line. No single family residence shall be located on any interior lot measure than twenty-five (95) feet to the rear lot line.
- 5. No let shall be resublivided into nor shall any swelling be creeted or placed on any lot having a width of less than sixty-five (C5) feet at the minimum building set back line, except Lots 3 and 0, Block 1; Lots 2, 3, and 4, Block 4; Lot 13, Block 7; Lots 10, 22 and 24, Block 0; Lots 14, 10, 17, 19, 20 and 22, Block 12; Lots 16, 20 and 22, Block 14; Lots 9, 10, 11, 12 and 13, Block 15; and Lots 3, 4, 6, 7, 5 and 11, Block 17.
- 6. No Lot shall be resubdivided into nor shall any dwelling be creeted or placed on any lot having an area of less than 7,000 square feet except

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Lots 1, 2, 3 and 4, Block 4; Lots 2, 3, 4, 6, 7, 0, 10, 11 and 12, Block 5; Lots 15, 19, 21 and 23, Block 6; Lots 20 and 22, Block 12; and Lots 2 and 7, Block 17.

- 7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of all lots in Marchmont Addition, except that a ten foot easement is hereby reserved over the rear of Lots 1 through 11, Dlock 1;

  Lots 1 through 4, Block 4, Lots 1 through 13, Block 5; Lots 1 through 14, Block 15; Lots 1 through 11, Block 16; and Lots 1 through 12, Block 17.
- S. 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.
- 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.. We 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 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.
- 12. 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.
- 13. No lot shall be used or maintained as a dumping ground for rubbish. Trash,

  garbage or other wast 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. No fence, wall, hedge or shrub planting which obstructs sight lines at 8levations between 2 and 6 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 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

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sight line limitations shall apply on any lot within 10 feet from the intersection of a street property lines with the edge of a driveway or alley pavement. To tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## PART B - GENERAL PROVISIONS

- 1. The Architectural Control Constitue is composed of S. H. Lurray, Sames Young, and J. E. Cronewell, all of Louston, Young. A majority of the Constitue may designate representative to act for it. In the event of death or resignation of any member of the Constitue, the remaining members shall have full authority to designate a nuccessor. Leither the members of the Constitue, nor its designated representative shall be entitled to any compensation for services performed pursuant to this coverant. At any time, the then record owners of a majority of the lots shall have the power through a dily recorded written instrument to change the membership of the Committee or to withdraw from the Constitue 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 thirty 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.
- 2. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until Monday.

  10.84, at 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. 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 any real property situated in said development of 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.

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

IN TESTILIGHY OF WHICH THE undersigned LARCELOWY CORPORATION, a Texas: corporation, owner of the above described land, has caused these presents to be executed at Louston, Texas, by its proper officers thereunto duly authorized, this the 28 day of Mechaller, A. D. 1954.

LARCHMONT CORPORATION

THE STATE OF TEXAS ) COUNTY OF HARRIS )

BEFORE LE, the undersigned, a Motary Public in and for said County and State, on this day personally appeared M. Brown h.

of Larchmont Corporation, known to me to be the person and Afficer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND ALD SEAL OF OFFICE this, the 29/6 day of Mullingher

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

By Dulin Do Muga Deputy

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