

THE STATE OF TEXAS }
COUNTY OF HARRIS }

1592902
KNOW ALL MEN BY THESE PRESENTS:

That Townsend Lumber & Building Company, 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 Townsend Lumber & Building Company, 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, Section Two (2), 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 22 day of March A.D. 1956, under file number 1573733, reference being here made 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 Five (5) through Twenty-five (25), Block Four (4)

subject to the following restrictions, reservations and covenants running with the land, which Townsend Lumber & Building Company, owners, 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. No platted lot shall be used except for residential purposes. No building shall be erected, 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.
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 or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.
3. No dwelling shall be permitted on any lot at a cost of less than \$9,000. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

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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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Stan Stanart, County Clerk
Harris County, Texas

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- 4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back line shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five feet to the front lot line, or nearer than ten feet to any side street line. No building shall be located nearer than five feet to any 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 sixty-five (65) feet at the minimum building set back line.
- 6. No lot shall be resubdivided into nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet.
- 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 Larchmont Addition Section (2).
- 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 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

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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 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. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation 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 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. No 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 light lines.

PART B - GENERAL PROVISIONS

1. The architectural Control Committee is composed of J.S. Thomson, J.D. Townsend and Dunaway & Jones, all of Houston, Texas. A majority of the Committee may designate 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 service performed pursuant to this covenant. At anytime, 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 thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the

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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 the parties and all persons claiming under them until May 1st, 1981, 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 here-to, 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.
- 4. 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 TESTIMONY OF WHICH THE undersigned TOWNSEND LUMBER & BUILDING COMPANY, a Texas corporation, owner of the above described land, has caused these presents to be executed at Houston, Texas, by its proper officers thereunto dully authorized, this the 1st day of MAY, A.D. 1956.

TOWNSEND LUMBER & BUILDING COMPANY
By: [Signature]
President

ATTEST:
Bethel E. [Signature]
Secretary

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J.D. TOWNSEND, PRESIDENT of Townsend Lumber & Building Co., 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 therein

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[Signature]
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Deputy

expressed and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS, 1st day of MAY A.D. 1956.

B. B. Bower
Notary Public in and for Harris County, Texas

Filed for Record. May 1 1956 at 2:50 o'clock P.M.
Recorded. May 16 1956 at 2:34 o'clock P.M.
W. D. MILLER, Clerk County Court Harris County, Texas
By Maquette Jenkins Deputy

1552903

THE STATE OF TEXAS }
COUNTY OF HARRIS } KNOW ALL MEN BY THESE PRESENTS:

THAT CALHOUN LAND COMPANY, a Texas Corporation, acting herein by and through its duly authorized officers, with its corporate seal affixed hereunto, hereinafter called Grantor, of Harris County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it paid and secured to be paid by PHILIP H. HUGHES and wife, MARIE L. HUGHES hereinafter called Grantee, as follows:
TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by the said Grantee of that one certain promissory note of even date herewith, for the principal sum of ELEVEN THOUSAND NINE HUNDRED TWENTY-FIVE AND NO/100 (\$11,925.00) - - - DOLLARS payable to the order of SOUTHMAYD MORTGAGE COMPANY, INC. at the request of the Grantee herein, it having advanced funds to the full amount of said note, the principal and interest payable in monthly installments (or according to an amortization plan) with interest prior to maturity as therein set out, finally maturing May 1st, 1981 as provided therein, both principal and interest payable at the office of the said Southmayd Mortgage Company, Inc., in Houston, Texas, said note further providing for the usual ten per cent (10%) attorney's fee clause, ha GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the said Grantee, of Harris County, Texas, all the following described property lying and being situated in the County of Harris, State of Texas, to-wit:

Lot Number One (1), in Block Number Four (4), of PARKWOOD ADDITION, a Subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 46, Page 21, of the Map Records of Harris County, Texas.

This conveyance is made and accepted subject to all restrictions, reservations, covenants, conditions, rights of way, and easements, of record, if any, affecting the above described property.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs and assigns forever, and Grantor does hereby bind itself, its successors and assigns, To WARRANT AND FOREVER DEFEND, all and singular, the title to said premises unto the said Grantee, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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