

2596

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THE STATE OF TEXAS
COUNTY OF CHAMBERS

KNOW ALL MEN BY THESE PRESENTS:

That we, TRUMAN D. COX and C. J. BAILEY, JR., both of the County of Harris in the State of Texas, Owners of BAYOU BEND SUBDIVISION, a subdivision in the Jacob Armstrong Survey, Chambers County, Texas, being a subdivision of that certain 20 acres of land, more or less, conveyed to TRUMAN D. COX by deed dated September 7, 1956, recorded in Volume 180 at Page 449 of the Deed Records of Chambers County, Texas, to which reference is here made for all necessary purposes, the Map or Plat of which having been approved by the City Council of the City of Baytown, Texas, on the 16th day of November, A. D. 1960, and to be filed contemporaneously with this instrument with the County Clerk of Chambers County, Texas, for record in the Map and/or Deed Records of Chambers County, Texas, do hereby dedicate forever to the public the streets shown on the Map of said subdivision for the purpose of ingress and egress subject to the Control of said streets by the City of Baytown, Texas, and do further dedicate for the use of all public utilities the easements shown on said plat for the purpose of installing, using, repairing and maintaining water and sewer lines, electric light and telephone lines and gas mains.

And for the mutual benefit of present and future owners of property in said subdivision do hereby fix certain restrictive covenants and conditions on the purchase, ownership and occupancy of lots in said subdivision and do hereby declare that said property is restricted as hereinafter set forth, and all sales of lots in said BAYOU BEND SUBDIVISION, shall be subject to the covenants, restrictions and conditions hereinafter set forth:

1. These covenants, restrictions and conditions are to run with the land and shall be binding on the undersigned and all parties claiming under them until November 1, 1975, at which time said covenants shall be automatically extended for successive periods of ten 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.

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If the undersigned, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or Court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

2. No building shall be located nearer to the front line or nearer to the side street line than the building set-back lines shown on the plat of said subdivision. In any event, no buildings shall be located on any residential building lot nearer than ten (10) feet to any side street. No building shall be erected nearer than five (5) feet to an interior lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of any building on one lot to encroach on another lot.

3. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No residential structure shall be erected or placed on any building plot which has a ground floor area of less than seven hundred fifty (750) square feet exclusive of one story open porches and garages.

5. 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.

WITNESS OUR HANDS this the 8th day of November, A. D. 1960.

Truman D. Cox

(Truman D. Cox)

C. J. Bailey, Jr.

(C. J. BAILEY, JR.)

THE STATE OF TEXAS) BEFORE ME, the undersigned authority, on this day
) personally appeared TRUMAN D. COX and C. J. BAILEY,
COUNTY OF HARRIS) JR., both known to me to be the persons whose names
) are subscribed to the foregoing instrument and acknow-
) ledged to me that they each executed the same for the purposes and consideration
) therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the
11th day of *November*, A. D. 1960.



Robert D. [Signature]

NOTARY PUBLIC, HARRIS COUNTY, TEXAS

