

RESTRICTIONS

APPLICABLE TO SOUTHGATE ADDITION

(This is the original Southgate Addition and covers the area bounded on the North by University, on the South by the North side of Southgate, on the East by Travis and on the West by Greenbriar.)

Recorded October 1, 1938, Volume 1102, Page 484 of the Deed Records of Harris County, Texas, being Resolution of University Place Realty Company to the Public. These restrictions were renewed and extended until January 1, 2010, with automatic ten year extensions thereafter, pursuant to a Restrictions Agreement, a copy of which may be found attached to a Notice filed for record in the office of the County Clerk of Harris County, Texas, under said clerk's file sequence number J676718 and recorded in the Official Public Records of Real Property of Harris County, Texas, under said clerk's film code reference number 093-83-1909, *et. seq.*

1. The property herein conveyed shall be used for residence purposes only.

2. Only one residence shall be situated on any building site herein conveyed and said residence shall be of the single family type.

A substantial portion of the main exterior walls of the residence shall be of brick, stone or stucco. The exterior walls of the garage and servants' house, however, may be of frame.

No residence and appurtenances thereto shall cost less than the sum of \$4,500.00, and the plans for same shall be approved by an officer of the University Place Realty Company or some other duly authorized agent of the University Place Realty Company, and the University Place Realty Company reserves the right to require of the purchasers of any of such lots hereinafter sold, to expend more than the sum of \$4,500.00, if it so elects, for such residence and appurtenances thereto that may be built on said lot hereinafter sold.

3. Lots 1 to 7 inclusive in Block 5, Lots 1 to 11 inclusive in Block 6, Lots 9 and 10 in Block 13, and Lots 16 and 17 in Block 21, all in Southgate, may be used for the purpose of the erection thereon of apartments or duplexes.

It is specifically understood and agreed that the purchaser of a site on which a duplex or apartment may be constructed must secure the written approval of an officer of said University Place Realty Company, or some other duly authorized agent of University Place Realty Company, of the plans and method of construction of said duplex or apartment before construction of same is started.

4. No garage or servants' house situated on the property herein conveyed shall ever be occupied as a residence, except by domestic servants, and then only after the erection of the main building.

5. The property herein conveyed is subject to easements granted to the City of Houston, for the construction and maintenance thereon of sewer, gas, telephone, electric light lines and any other public utilities, all as shown by recorded instruments.

6. No wall of any building erected on the property herein conveyed shall extend beyond the building lines shown on the

recorded plat of Southgate; provided, that open porches may extend beyond said building lines not to exceed eight (8) feet on the front and in the case of corner lots, not to exceed five (5) feet on the side.

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8. University Place Realty Company, its successors or other person owning property in Southgate, shall be entitled to the issuance of injunction to restrain the breach of, or to enforce the observance of, the restrictions herein set forth, in addition to action for damages and their failure to enforce any of such restrictions, or to enjoin the breach thereof, shall in no event operate as a waiver of the right to do so during the continuance of such breach or upon the occurrence of any other breach.

9. Southgate consists of only blocks Nos. 1 to 22, both inclusive and the restrictions hereinbefore set out apply to no other property.

10. All of the restrictions hereinbefore named shall expire January 1, 1960, unless six (6) months prior to that date at least seventy-five (75%) per cent of the then bona fide property owners of Southgate shall have executed an agreement and filed same for record in the office of the then recording clerk for such instruments in Harris County, extending the time for the expiration of said restrictions.

That the deeds to the future purchasers of said lots bought after the execution and recording of this instrument shall contain the following provisions:

(a) As a part of the consideration paid for the land, herein described, the grantee herein purchases and accepts the same subject to the covenants herein contained running with the land, and to which grantee agrees and the grantee, his heirs, assigns,

(b) To all of which covenants and restrictions running with the land, the grantee agrees to be bound for himself, his heirs, assigns, executors and administrators, forever.

*This restriction is void and unenforceable. Sec. 5.026, Texas Property Code