

RESTRIC TIONS
DATED: August 16, 1948

FILED: September 15, 1948 at 2:00 P.M.

FROM: L. Ludwell Jones, Jr.,
Primus V. Hensley

561237

TO: The Public

KARANKAWA PINES
Subdivision Restrictions

KNOW ALL MEN BY THESE PRESENTS:

That we, L. Ludwell Jones, Jr. and Primus V. Hensley, owners of Karankawa Pines, a subdivision in the John Taylor Survey in Harris County, do hereby place the following restrictions, reservations and covenants upon said subdivision as follows:

1. All lots shall be used for private family residences only. No apartments, flats, duplexes, rooming or boarding houses, tourist courts, or any other place of business shall be constructed, kept, operated, or maintained for such purposes or purpose; nor shall the land without a building be used for commercial purposes.
2. No pig, swine, or cattle shall be kept on any lot, and no horses, livestock, or fowl shall be kept more than forty (40') feet from the back property line.
3. No advertising sign shall be placed on any lot or street, except those placed by the developer for the sale of lots.
4. Grass, weeds, and vegetation between the house and street line shall be mowed at regular intervals so as to maintain the same in a neat and attractive manner.
5. No tract in this subdivision shall ever be sold, conveyed, leased, or demised to any persons other than the Caucasian Race.
6. The drainage of septic tanks into road, street, alley, or other public ditches either directly or indirectly, and the use of cesspools or outdoor toilets is prohibited.
7. No main residence shall be erected in said subdivision with less than Twelve Hundred (1200) square feet ground floor space for a one story dwelling, and/or Nine Hundred (900) square feet ground floor space for a two story dwelling, exclusive of garage and outdoor porches, and shall not cost less than the standard of building construction costs to erect said dwelling at a minimum of Eighty Five Hundred (\$8500) Dollars as of August, 1948.
8. No residence shall be erected with its main body nearer than Fifty (50) feet from the street on which the lot fronts. No residence or outbuildings shall be erected nearer than Fifteen (15') feet to the side of the owners property line. Garages and outbuildings shall conform to the architecture of the residence on the lot. All visible utility meters shall be placed at rear of residence.
9. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any lot shall at any time be used as a residence, either temporarily or permanently. No garage or servants house on any lot shall be occupied as a residence except by domestic servants, and then only after the erection of the main building.

Continued -----

D E D I C A T I O N

RECORDED MAP RCDS VOL. 28 page 35

DATED: August 18, 1948

FILED: September 14, 1948 at 8:30 A.M.

FROM: P.V. Hensley &
L.L. Jones Jr.

550400

TO: The Public

KARANKAWA PINES
A Subdivision of 20 Acres.
Being Lots 3 and 4 J.H. Voss
Subdivision-John Taylor Survey
Harris County, Texas

STATE OF TEXAS |
COUNTY OF HARRIS |

We, P.V. Hensley and L.L. Jones Jr., owners of the property subdivided in the above and foregoing map of the Karankawa Pines subdivision do hereby make subdivision of said property, according to the lines, streets, lots, alleys, parks, building lines and easements therein shown, and dedicate said subdivision as Karankawa Pines in the John Taylor Survey, Harris Co. Texas, and dedicate to public use as such, the streets, alleys, parks and easements shown thereon forever and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated; or occasioned by the alteration of the surface of any portions of streets or alleys to conform to such grades and do hereby bind ourselves, our heirs and assigns to warrant and forever defend the title to the land so dedicated.

We, Sam H. Finley, Ione M. Botts and Emma Voss Kochn, owners and holders of liens upon said property do hereby ratify and confirm said subdivision and dedication and do hereby in all things subordinate to said subdivision and dedication the liens against said land owned and held by us.

There is also dedicated for utilities an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward located adjacent to all easements shown hereon.

Further, we, do hereby dedicate forever to the public a strip of land fifteen (15) feet wide on each side of the center line of any and all gullies, ravines, draws, sloughs, or other natural drainage courses located in said subdivision, as easements for drainage purposes, giving Harris Co., and/or any other public agency the right to enter upon said easements at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures.

Further, all of the property in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title to the property and shall be enforceable, at the option of Harris Co., by Harris Co., or any citizens thereof by injunction, as follows:

1. The drainage of septic tanks into road, street, alley, or other public ditches, either directly or indirectly is strictly prohibited.
2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and three-quarters (1-3/4) square feet (18" diam. pipe culvert). Culverts, or bridges must be used for driveways and/or walks.

WITNESS our hands in Houston, Harris Co. Texas, this 18th day of August, A.D. 1948.
Ione Monroe Botts
Sam H. Finley
Mrs. Emma Voss Kochn

P.V. Hensley, Owner
L.L. Jones, Jr., Owner

Lienholder --- Duly Acknowledged in Usual Form ---
8 --- Certified and Approved According to Law ---

10. If any person violates any of the covenants hereinbefore stated it shall be lawful for any other person owning property in said subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenants, and either to prevent such action or recover damages from such a violation.

11. These covenants are to run with the land and shall be binding on all persons claiming under them, until August 1, 1973, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the owners of title to the majority of the net area of land in this subdivision, it is agreed to change the covenants in whole or in part, which agreement, shall be effective by filing same for record in the Deed Records of Harris County, Texas, at least one (1) year prior to the expiration of the 25 year period or 10 year period thereafter.

IN TESTIMONY WHEREOF, we, L. Ludwell Jones, Jr. and Primus V. Hensley cause this to be executed in Houston, Texas, this 16th day of August, A.D. 1948.

L. Ludwell Jones, Jr.
Primus V. Hensley

--- Duly Acknowledged in Usual Form ---