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DEED RECORDS

009-36-1444

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County D.

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

1. THAT PLANTATION HILLS, INC., owner of the lands and premises hereinafter described for the purpose of evidencing and setting forth a substantially uniform plan of development for the hereinafter described lands and premises do hereby covenant and provide that it, as well as its successors, heirs and assigns, and all parties holding title by, through or under it, shall hereafter have and hold title to the following described lands and premises, to-wit:

2. ALL OF PARADISE OAKS, an unrecorded subdivision out of the James H. Ispell Survey, Abs. #474, Harris County, Texas described as Griggs-Robinson 46 acre tract.

subject to the following reservations, restrictions and covenants:

PAR. A -- RESERVATIONS

The reservations hereinafter contained are expressly made a part of, and shall be a part of and are adopted in each and every contract, deed or conveyance, executed or to be executed by or on behalf of PLANTATION HILLS, INC., its successors and assigns, conveying said property or any part thereof:

1. An easement over all streets, for the purpose of installing, using, repairing and maintaining public utilities, electric lighting and telephone poles, pipe lines and drainage ditches or structure and/or any equipment necessary for the performance of any public or quasi-public service and function, and for all other purposes incident to the development and use of said property as a community unit for the right of access thereto for the purpose of further construction maintenance and repairs. Such right of access to include the right, without liability on the part of any one or all of the owners or operators of such utilities, to remove any or all obstructions on said easement right-of-ways, caused by trees, brush, fences, shrubs, or other obstructions which in their opinion may interfere with the installation or operation of their facilities. Such easements shall be for the general benefit of the Subdivision and the property owners thereof and are hereby reserved and created in favor of any and all utility companies entering into and upon said property for the purposes aforesaid. There is also reserved for use of all public utility companies an unobstructed aerial easement Five (5') feet wide for a plane Twenty (20') feet above the ground upward, located adjacent to the said Ten (10') foot easements reserved hereby.

2. PLANTATION HILLS, INC. reserves unto itself, its successors and assigns, the exclusive right at all times to use any and all areas reserved or dedicated as a public utility easement or street, for the purpose of laying, placing or constructing, installing, maintaining or repairing of all kinds and types of public utilities.

3. PLANTATION HILLS, INC. reserved the right to make minor changes in and additions to the above easements for the purpose of more efficiently and economically installing improvements.

4. It is expressly agreed and understood that the title conveyed by PLANTATION HILLS, INC. to any residential tract in said subdivision shall not in any event be construed to have conveyed any easements herein reserved or any utility equipment on or in such easements.

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Section II. Park and Boating Facilities:

1. There is reserved unto Plantation Hills, Inc., its successors and assigns, and unto owners of residential tracts in said Subdivision as Community ownership, for the exclusive use and benefit of owners of residential tracts in such Subdivision, as a private park, boat launching and parking, and other community type activities, the following described tract:

RAMP AND PARK LOCATED BETWEEN TRACT SEVENTY SEVEN (77) AND TRACT SEVENTY EIGHT (78).

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2. There is reserved unto Plantation Hills, Inc., its successors and assigns, and unto owners of residential tracts in said Subdivision an easement with full rights of ingress and egress in and on all streams and channels in such Subdivision, and no fences or obstructions shall ever be placed in or on such streams and channels, provided that the access to and entry into such streams and channels by tract owners not abutting thereon shall be from the above reserved park and boat launching area.

3. The park and boat launching area and streams and channels shall be under the supervision of the Architectural Committee hereinafter constituted which said Committee for purposes of beautification and conformity shall approve any structures or improvements in the same manner as provided for residential tracts.

PART B--RESTRICTIONS

For the purpose of setting forth a substantially uniform PARADISE OAKS plan of development, PLANTATION HILLS, INC., owner of the said PARADISE OAKS, does hereby covenant and provide that it, its successors, and assigns, and all parties holding title by, through and under it, shall hold such lands subject to the following of restrictions running with the land, which 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 the said tracts of land above described, save and except the Park and launching area which shall not be in any manner restricted hereby unless specifically referred to Plantation Hills, Inc.

Section I General Provisions:

1. These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until June 1, 1991, 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 tracts has been recorded, agreeing to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs, successors and assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for the undersigned, Plantation Hills, Inc., its successors or assigns to enter and abate such violation without liability, or its successors or assigns, and any other persons owning any real property situated in said subdivision shall have the right to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate such restrictions, and other to prevent them from doing, or to cause to be removed such violation, or to recover damages for such violation.

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2. The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to the restrictions herein.

3. If any one of such restrictions shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

Section II. ARCHITECTURAL COMMITTEE:

No building shall be erected, placed or altered on any building tract in this Subdivision until the plans, specifications and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location, with respect to topography and finished ground elevation by the Architectural Committee composed of V. D. Packer and E. M. Finch, or by a representative designated by a majority of the members of the said Committee. In the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

2. The Architectural Committee shall have the same authority over the Park and Boat Launching area and no structure or improvement shall be placed thereon except as a community project and upon approval of the Committee.

Section III. Water and Sewage:

1. No outside privies or toilets shall be permitted in this Subdivision. All toilets shall be inside the houses and prior to occupancy the same shall be connected to a sewage disposal system or a septic tank at the expense of the person building on the building tract, and such septic tank shall have a field line and shall be constructed and maintained in accordance with the requirements of the State Health Department and the Health Officer of Harris County, Texas and shall be subject to the inspection and approval of such authorities.

Section IV. Other:

1. No tract shall be used except for residential purposes. The term "residential purposes", as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, boarding houses, hotels and to exclude all commercial and professional uses whether from homes or otherwise, and all such uses of said property are hereby expressly prohibited. No building shall be erected, altered, placed or permitted to remain on any residence tract other than one detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars.

2. No residence shall be located on any tract nearer than 25 feet to the front line, nor nearer than 5 feet to any

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side street line, nor nearer than 20 feet from the rear lot line, nor nearer than 5 feet from any side line. All residences shall be constructed on the tract to front on the street upon which such tract faces, and each residence constructed on a corner tract shall face on the street on which it has the smallest frontage, unless otherwise approved by the Architectural Committee.

3. No noxious or offensive activity shall be carried on upon any tract or shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.

4. No structure of a temporary character, trailer, basement, shack, garage, barn, or other outbuilding shall be used on any tract at any time as a residence either temporarily or permanently.

5. No residential structure shall be placed on a residential tract unless its living area has a minimum of 750 square feet of floor area excluding porches and garages.

6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any residential tract, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

7. No spirituous, vinous or malt liquors capable of producing intoxication shall ever be sold, or offered for sale, on said premises, or any part thereof, nor shall said premises or any part thereof be used for illegal or immoral purposes.

8. No sign of any kind shall be displayed to the public view except one sign of not more than five square feet, advertising the property for sale, or rent, or signs used by the builders to advertise the property during the construction and sales period.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any tract. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.

10. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. Garbage and waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. All residences shall be completed within six months from date of beginning construction unless such period is extended in writing by Architectural Committee. Exteriors must be completed within Ninety (90) days.

12. No boat docks, piers, boat houses, boat storage sheds, slips, pilings or rip rap shall be constructed, placed or excavated until plans and specifications have been approved in writing by the Architectural Committee.

13. No boats or trailers may be parked in front

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of building line.

EXECUTED this 18 day of May

1964, A. D.

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PLANTATION HILLS, INC.

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ATTEST:



Cristine Funck
Secretary

V. D. Packer
V. D. PACKER, President

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✓ SAN JACINTO TITLE COMPANY
4507 SAN JACINTO ST.
P. O. BOX 8008
HOUSTON, TEXAS 77004
See

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Harris County, Texas, as stamped hereon by
me, on

MAY 19 1964



Robert Montgomery
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
Robert Montgomery
COUNTY CLERK
HARRIS COUNTY, TEXAS

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